



COMMERCIAL PHOTOGRAPHY AGREEMENT

General Information

Session Dates:

Commercial Description:

Session Times:

Session Location:

Contact Name:

Phone:

Mobile:

Email:

Address:

Session details, costs, included items and Usage Rights:

Deposit Paid £

Balance to be paid £

Bank transfer to **ADAM GARDNER PHOTOGRAPHY**

Account 5530 2232 Sort code 04 00 03

I have read and undertake to abide by the schedule and terms of the agreement on this contract.

Signed Client

Date

Signed Photographer

Date

Terms and Conditions of Contract

AGREEMENT OVERVIEW This agreement contains the entire understanding between **ADAM GARDNER PHOTOGRAPHY** and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing OR email, signed by all the parties.

SERVICE AGREEMENT This confirms my contracting agreement: I agree that **ADAM GARDNER PHOTOGRAPHY** shall provide services to commercial photograph to the best of abilities in accordance with the service selected. Every effort will be made to assure your satisfaction according to industry standards. Any artistic interpretation by me will be deemed acceptable and correct. Due to the nature of the business, all sales are final. Although every care possible will be taken to produce photographs of all important subject/s during the session, I cannot place an un-conditional guarantee on the above. If you are not satisfied with your images through fault of mine, your images will be retaken. I do all I can to ensure that you are satisfied with your images and products. I cannot be responsible for dissatisfaction due to circumstances beyond our control.

COOPERATION The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. I am not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to me. I shall be my own judgment regarding style and input in the production of pictures. This includes but is not limited to locations, poses and number of images taken.

IMAGES AND COPYRIGHTS Photographs/images produced by ADAM GARDNER PHOTOGRAPHY are protected by Copyright Law. Upon final payment by the CLIENT, the CLIENT is granted limited license to use and/or display resulting images as outlined in the Usage Rights on p2 of this document. Said images may not be altered or used outside what is prescribed in this document without prior written permission.

MODEL RELEASE The CLIENT(s) & SUBJECT(s) hereby grant to ADAM GARDNER PHOTOGRAPHY, the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included for the promotion of its business and services, including editorial, trade, advertising and any other purpose and in any manner and medium.

LIMIT OF LIABILITY In the unlikely event that the photographer is injured or becomes too ill, or has an extreme emergency that prevents them from photographing the session, I will make every effort to reschedule the event. If for whatever reason this is not possible, responsibility and liability is limited to the rescheduling, or return of all payments received for the package purchased. I take the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond my control, my liability is limited to the return of all payments received for the portrait package.

COVERAGE The CLIENT(s) understands and accepts that the photographic coverage will be as my professional expertise determines and that not one photograph be deemed more important than another. Every effort will be made to comply with your wishes. Any additional requests not notified on this booking form must be made by the CLIENT in writing OR email and attached to this agreement.

PROOFS, PRINTS AND RETOUCHING Any proofing product viewed are individually corrected for colour balance, density, contrast, etc. Prints that are subsequently chosen or used will receive individual attention in the form of retouching, enhancement, selective area adjustment, textures, etc. Retouching means correcting various elements in an image such as litter, distractions and minor physical flaws. ADAM GARDNER PHOTOGRAPHY is granted total artistic control over the final image and the CLIENT understands that these are the steps I will take when referring to retouching. I will listen to ideas and suggestions to any particular edit in terms of colours, brightness etc.

CANCELLATION If I have to cancel the session for reasons beyond my control and the contract has to be completely cancelled I shall provide a full refund of all monies paid to.

RETAINER & PAYMENT SCHEDULE: The CLIENT shall pay 50% of the full session fee at the time of signing this agreement. This is A NON-REFUNDABLE RETAINER. In the event of cancellation, the retainer paid is non-refundable. It shall be liquidated for any loss of earnings incurred. The CLIENT shall also be responsible for payment of any materials/charges incurred up to the time of cancellation. The retainer shall be applied towards the total cost of the services rendered. The remaining charges are payable in full within 7 days after the shoot.