Event Photography Contract

This agreement is between (CLIENT), hereinafter referred to as the "Client", and (ADAM GARDNER PHOTOGRAPHY), hereinafter referred to as the "Photographer(s)".

PARTICIPANTS CLIENT:

Photographer

ADAM GARDNER PHOTOGRAPHY UNIT 5 LIMEFIELDS SOUTH, PARKFIELDS BUSINESS PARK, SOUTH MOLTON, DEVON, EX36 4GJ TEL: 07497 23 23 41 EMAIL: HELLO@ADAMGARDNERPHOTOGRAPHY.CO.UK

AGREEMENT

This agreement contains the entire understanding between the Client and the Photographer.

Confirmation: A signed "Photography Event Contract" and payment of the booking fee are necessary to confirm the stated event services from the Photographer.

Cooperation: The Clients and the Photographer consent to happily cooperating and communicating with each other to achieve the best possible result within the understanding of this contract. We recommend that the Photographer be provided with a helper (someone who knows most of the guests) who will point out key individuals to be photographed.

The Schedule: Our shooting schedule, style of working and experience are designed to achieve a great set of Event photos for the Clients, accomplished with good humour and enjoyed by all concerned. Both the Clients and the Photographers therefore agree that punctuality and cheerful cooperation are essential to producing outstanding photographic

results. In cases where the Event does not run on time (for example, extreme lateness by one of the Clients guests) we cannot guarantee to take our normal set of photos although in such circumstances we will do our absolute best to compensate.

Paparazzi Event Guests: All your guests will have digital cameras and all your guests will want to take photographs at Key times. In the spirit of cheerful cooperation the Clients agree to give the Photographers precedence over the guests in order to take the photographs required for the Event services described above. I cannot be held liable for a lack of Event photos if guests taking their own photos of the Key moments continually interrupt the Photographer's work.

Copyright Law: The copyright of photographs remains with the Photographer. The images taken by the Photographer are for business and/or promotional use by the photographer. Clients and their friends and relatives, any Sale, Publication or any Commercial use of the photographs is not allowed without prior written permission from the Photographer.

Model Release: The Client grant the Photographer and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the Clients for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The Clients hereby release the Photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

Limit of Liability: If a photographer is too ill or becomes injured and cannot supply the services specified above the Photographer will try to book a replacement event photographer. Under normal circumstances a second photographer can be in attendance if required. Failing this, I will shoot the day on my own. If both photographers are unavailable and a replacement photographer cannot be found then liability is limited to a refund of any payments received. The Photographers have working methods in place to prevent loss or damage to your images. However, there is the unlikely possibility that images may be lost, stolen or destroyed for reasons in or beyond our control. In these circumstances liability is limited to the return of fees paid for the service or part thereof according to the percentage of images supplied.

Booking Fee/Deposit: In the event of the Clients cancelling the Event for whatever reason the booking fee is non-refundable your deposit becomes a "studio credit" and may be used toward a future session or event.

Payment: Full Payment is required at least 30 days prior to secure your booking. We Accept payment by Bank transfer or card payment online or over the phone.

Other Services: This contract is for the photography services and electronic delivery of the Licensed Digital Images only. Additional services, such as providing high-resolution Digital Images on physical media, touch-ups, or editing are available as a separate order.

Force Majeure: No Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God (such as hurricanes, earthquakes, flooding), fire, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, terrorist acts, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is

affected. Should Clients' Event be cancelled, postponed or otherwise adversely impacted as a result of a force majeure event, there shall be no refunds for payments already received by the photographer , but the photographer will use all reasonable efforts to work with Clients to produce the Event at a later date if necessary, subject to photographer's availability.

We have understood the contents of this contract and agree to the terms therein.

SIGNATURES •Client: Date: •Photographer: •Date:

EVENT DETAILS