

## Standard Contract

1. This agreement constitutes an order for Photography services, including the taking of pictures as agreed to by both parties: James Jennings "Photographer" or "Studio"/ Owner of Moonlight Photography, and Client(s).
2. The client(s) hereby grant to James Jennings, "Photographer" & Owner of Moonlight Photography, and his or here legal representatives, employees and assigns, the irrevocable and unrestricted right to use and publish photographs of me, my children, and any invited attendees to a hired event, or any photo in which myself, my children, my attendees may be included, for editorial trade, advertising, publication and other purpose and in any manner and medium; and to alter the same without restriction. If the purpose of the photos are for maternity, boudoir, or artistic nudity, these photos may be used on my website for promotional purposes. I hereby release James Jennings, "Photographer" & Owner of Moonlight Photography, and his or her legal representatives, employees and assigns from all claims and liability relating to said photographs.
3. Additionally, Moonlight Photography hereby grants permission to Client(s) to reproduce the copyrighted images taken on \_\_\_\_\_ (date) for use of personal nature only. The copyrighted images may not be resold, reproduced or mass produced for any purposes. **The photos may be released to photo processing centers for reproduction of reasonable quantities.** The signature of the photographer below hereby releases the above mentioned customer from copyright infringement.
4. If Photographer cannot perform this Agreement in whole or in part due to a fire, weather, or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer's illness or injury, then Studio will return all fees to the Client(s) but shall have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Photographer. Client(s) agree that an entire wedding cannot be replicated, reenacted or repeated for the purpose of a re shoot and limits Studio's liability to the amount paid under this contract.
5. It is understood and agreed that no other photographer will be allowed to photograph or take pictures at the event while the Photographer is working.
6. On signing of this agreement by both parties hereto, the Photographer will reserve the time agreed upon and will not make another reservation for the specific time frame. For this reason, all deposits are non-refundable even if the date is changed or if the wedding becomes cancelled for any reason.
7. The basic service fee is \$\_\_\_\_\_ includes \_\_\_\_\_ hours of photography and Moonlight Photography will release \_\_\_\_\_ images.

Two payment options are available: Client wishes to use payment **Option 1/2**.

**Option 1:** Monthly payments of \$\_\_\_\_\_ are due on the 1st of every month with the first payment being due on the signing of this contract. Moonlight Photography will charge \$20 late payment fee if payment is not received within 15 days of the due date and reserves the right to cancel any booked event without refund when monthly payments are not received within 30 days of payment being due.

**Option 2:** A deposit of 25% is due at the signing of this agreement, with the remaining due on the day of the event.

Regardless of payment option selected, In addition to the basic service fee, payments may include all necessary expenses (unless otherwise specified) such as local sales taxes, venue fees, development, batteries, parking, fuel, travel, taxi, hotel charges, etc., to be paid in full by the day of the event. No photography will take place and no rights are granted until timely payment is made in full. All payments made prior to the event are non-refundable in case of cancellation or date change by any party of this contract.

I / we, the undersigned Client(s), hereby warrant that I am / we are competent to contract in my / our own name(s). I / we confirm that I / we have read the herein agreement prior to its execution and I / we are fully familiar with the contents thereof. This agreement shall be binding upon us and our heirs, legal representatives and assigns. And, we certify that we have received a complete copy of this agreement with all blank lines completed.

Client Name: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Photographer Signature: \_\_\_\_\_

James Jennings, Moonlight Photography