

# GERALD ROJO II

LIFESTYLE & EVENT PHOTOGRAPHER

WWW.EDGYIMAGERY.COM | GERALD@EDGYIMAGERY.COM | 808.285.7962

## P H O T O G R A P H Y C O N T R A C T

This Agreement is between GERALD ROJO II (hereafter "PHOTOGRAPHER") and \_\_\_\_\_ (hereafter referred to as "CLIENT").

### 1. SCOPE OF WORK

This contract is for services and products related to a photography shoot (hereafter "SHOOT") to take place at the following date, time, and place. PHOTOGRAPHER and CLIENT are to arrive for the SHOOT on \_\_\_\_\_ (date), from \_\_\_\_\_ (time) at \_\_\_\_\_ (place).

### 2. FEES

In consideration for the photography services provided by PHOTOGRAPHER, CLIENT agrees to pay the sum of \$\_\_\_\_\_.

CLIENT agrees to pay PHOTOGRAPHER a non-refundable initial payment totaling 25% of the total price of the photography services upon signing this contract. The initial payment of \$\_\_\_\_\_ exclusively reserves PHOTOGRAPHER'S time.

PHOTOGRAPHER agrees not to advertise availability of this time slot to any other potential client(s). If CLIENT cancels this shoot for any reason, the initial payment will not be returned to CLIENT.

The balance of the payment for photography services must be paid in full on the day of the SHOOT. If CLIENT is required to purchase photos separately after the SHOOT, payment for those photos is due immediately upon delivery of the photos to CLIENT.

CLIENT shall reimburse PHOTOGRAPHER for any additional costs the PHOTOGRAPHER may incur for travel, meals, parking, and other reasonable costs necessary to the performance of these services.

### 3. WORK PRODUCT

PHOTOGRAPHER will deliver proofs of photos to CLIENT no more than 30 days after the date of the SHOOT. CLIENT understands and agrees that the proofs are the exclusive property of PHOTOGRAPHER. CLIENT has no right to these photos except for a license to review them, but not store the proofs. All photos delivered to client are licensed for CLIENT personal use only.

Are any photos included in the price for photography services?  YES or  NO, ALL PHOTOS PURCHASED SEPARATELY

### 4. INDEMNIFICATION

- A. PHOTOGRAPHER and CLIENT agree that the PHOTOGRAPHER is not obligated to capture any specific moment, person(s), or pose during the SHOOT.
- B. If PHOTOGRAPHER is unable to perform the services in this contract due to causes outside his control. PHOTOGRAPHER will return in full all payments made, except for the initial non-refundable payment of 25% of the total price for photography services, by CLIENT to PHOTOGRAPHER in relation to this SHOOT.
- C. CLIENT agrees to indemnify and hold harmless the PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.
- D. CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos from this SHOOT 60 days after the photos have been delivered to the CLIENT.
- E. CLIENT agrees to hold PHOTOGRAPHER harmless for any personal injury, which may occur, arise from or be connected to the CLIENT'S SHOOT or working with PHOTOGRAPHER under this Agreement.

### 5. DUTY OF CLIENT

CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the SHOOT. PHOTOGRAPHER has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions resulting in fines to PHOTOGRAPHER, or which prevent PHOTOGRAPHER from photographing the event(s) is not the fault, liability, or responsibility of PHOTOGRAPHER. CLIENT'S failure to obtain said permissions which result in fines assessed to the PHOTOGRAPHER by a third party will be reimbursed to the PHOTOGRAPHER by the CLIENT.

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### 6. EXCLUSIVE PHOTOGRAPHER

CLIENT agrees and understands that no other party other than PHOTOGRAPHER may take pictures of any poses, lighting situations, or setups made by PHOTOGRAPHER. This slows down PHOTOGRAPHER'S workflow and violates the ability to take pictures of the event. CLIENT agrees to take responsibility for insisting that no person(s) get in the way of PHOTOGRAPHER or take pictures in these situations.

CLIENT shall assist and cooperate with PHOTOGRAPHER in obtaining desired photographs. PHOTOGRAPHER shall not be responsible for photographs not taken as a result of CLIENT'S failure to provide reasonable assistance or cooperation. CLIENT will be respectful to PHOTOGRAPHER and all parties being photographed. PHOTOGRAPHER has the right to end the session, without refund, if there is lack of cooperation or respect.

### 7. MODEL RELEASE

CLIENT grants permission to the PHOTOGRAPHER and its assigns and licensees, permission to use the image or likeness of CLIENT in any and all forms of media for commercial purposes, advertising, publication, or display, or any and all other related uses. Therefore, PHOTOGRAPHER may use CLIENT'S likeness and image on PHOTOGRAPHER'S website or other advertising.

### 8. ASSIGNABILITY AND PARTIES OF INTEREST

CLIENT agrees and understands that, unless otherwise specified in this contract, CLIENT is not contracting for a personal service to be performed by any specific photographer. PHOTOGRAPHER may sub-contract or assign this contract to any second-shooter. PHOTOGRAPHER may assign any associated photographer(s) who are capable and competent to perform the services under this contract.

### 9. GOVERNING LAW

CLIENT agrees that the laws of the state of California shall govern this Agreement and any legal action, claim or proceeding brought by CLIENT against PHOTOGRAPHER regarding this Agreement shall be brought in a competent court of jurisdiction, State of California, County of Los Angeles.

### 10. MODIFICATIONS

Any changes to this Agreement by the parties shall be mutually agreed upon in writing.

PHOTOGRAPHER Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CLIENT Signature: \_\_\_\_\_ Date: \_\_\_\_\_