



ALUMINYZE

PRO

Notice:

This agreement template is provided for your convenience. It is not provided as a substitute for legal advice. If you have any questions about this template or your finished contract, please contact a licensed attorney.

How to use this template:

- Delete any provisions that do not apply to your business. For example, if you are a wedding planner, the Intellectual Property section is most likely not relevant to you.
- Read and make sure you understand everything.
- Double and then triple check all your numbers (dates/payments/addresses).
- Save a new copy of this agreement per client to print or email.
- Utilize other Aluminyze's resources for all of your business needs.
- Don't forget to delete this page!

Photography Contract

Client Service Agreement

Entered into on _____.
Event is on _____ at _____.

Parties

Known as "Provider":

Full Name
Company Name
Photographer
Phone number
Email@email.com

Known as "Client":

Full Name
Company Name
Phone number
Email@email.com

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

Purpose of the Agreement

Client wishes to hire Provider to provide services relating to Client's _____ as detailed in this Agreement. Provider has agreed to provide such services according to the terms of this Agreement.

Services

Provider shall provide Client with the following services and/or products ("Services"):

Location and Delivery of Services

Location. Provider shall deliver Services to Client at the following location(s):

Delivery of Services. Provider will provide all Services by _____ unless otherwise specified in this Agreement. When the provided Services are tied to the number of guests that Client expects to attend Client's wedding or other event, Client agrees to notify Provider with an accurate guest count.

Cost, Fees and Payment

Cost. The total cost (“Total Cost”) for all Services due in full by _____.

Client shall pay the Total Cost to Provider as follows:

The first payment is a non-refundable retainer. At a minimum, Client agrees that the retainer fee fairly compensates Provider for committing to provide the Services and turning down other potential projects/clients.

Cost, Fees and Payment

Exclusivity. Client understands and agrees that he or she has hired Provider exclusive of any other service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that Provider hires to complete the Services outlined in this Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.

Intellectual Property

Copyright Ownership. In the event that any copyrighted work(s) are created as a result of the Services provided by Provider in accordance with this Agreement, Provider owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered.

Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Provider and may be used in the reasonable course of Provider business.

Permitted Uses of Product(s). Provider grants to Client a non-exclusive license of product(s) produced with and for Client for personal use only so long as Client provides Provider with attribution each time Client uses Provider’s property. Personal use includes, but is not limited to, use within the following contexts:

1. In photos on Client’s personal social media pages or profiles; or
2. In personal creations, such as a scrapbook or personal gift; or
3. In personal communications, such as a family newsletter or email or holiday card.

Artistic Release

Style. Client has spent a satisfactory amount of time reviewing Provider’s work and has a reasonable expectation that Provider will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

Consistency. Provider will use reasonable efforts to ensure Client’s desired Services are produced in a style and manner consistent with Provider current portfolio and Provider will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

1. Every client and wedding is different, with different tastes, budgets, and needs;
2. Photography services are often a subjective art and Provider has a unique vision, with an
3. ever-evolving style and technique;
4. Provider will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client’s suggestions;
5. Although Provider will use reasonable efforts to incorporate Client’s suggestions and desires when providing Client with the Services, Provider shall have final say regarding the aesthetic judgment and artistic quality of the Services;
6. Dissatisfaction with Provider’s aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

Limit of Liability

Maximum Damages. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Provider.

Loss of Product. In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Provider shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

Indemnification. Client agrees to indemnify, defend and hold harmless Provider and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Provider provides to Client.

Cancellation, Rescheduling and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Provider to render Services due to the fault of the Client or parties related to Client, such as failure of the _____ to occur or failure of one or more essential parties to the _____ to show up in a timely manner, Client shall provide notice to Provider as soon as possible via the Notice provisions detailed in this Agreement. Provider has no obligation to attempt to re-book further Services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for Provider to provide the Services due to the fault of Client (or parties related to Client), and Provider will not be obligated to refund any monies Client has previously paid towards the Total Cost. Client is not relieved of any payment obligations for canceled Services, rescheduled Services, failing to show up for the _____, or should it become impossible for Provider to provide the services due to the fault of Client (or parties related to Client) unless the Parties otherwise agree in writing. For instance, if Provider is able to secure another, unrelated client for _____, then Provider may choose, at its sole discretion, to excuse all (or a portion of) Client's outstanding balance of the Total Cost.

Impossibility

Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within [number] days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of [number] days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice.

Failure to Perform Services. In the event Provider cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Attempt to find another competent professional to take its place with the mutual agreement of Client(s);

If another competent professional is not available or Client(s) do not agree to transfer of obligations to said alternate professional, Company will issue a refund or credit based on a reasonably accurate

3. percentage of services rendered; and
4. Excuse Client(s) of any further performance and/or payment obligations in this Agreement.

Appropriate Conduct/ Safe Working Environment:

Project. The Client(s) expressly agree(s) to take best efforts to provide [Provider] and Provider's staff with safe and appropriate working conditions. In the event of circumstances deemed by either [Provider] or a bystander to present a threat or implied threat of injury or harm to [Provider] staff or equipment, the [Provider] reserves the right to cancel all services remaining under this Agreement and leave the event. At the [Provider]'s discretion, the [Provider] may enact a three-strike policy. After the first offense, the [Provider] will make reasonable efforts to notify the Client(s) or a responsible party. If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), [Provider] shall resume work in accordance with the original terms of this Agreement. If the threatening behavior occurs for a second time, the Client(s) will agree to remove the offending person for the remainder of the event. If the behavior occurs a third time, the [Provider] will immediately leave the event. If the [Provider] leaves the event early due to any offending behavior, the Client(s) expressly agree to relieve and hold [Provider] harmless as a result of incomplete event coverage, or for a lapse in the quality of the [Provider's] work, and the Client(s) shall be responsible for payment in full.

Non Project. The Client(s) expressly agree(s) to take best efforts to provide [Provider] and Provider's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to [Provider] staff, [Provider] will make reasonable efforts to notify the Client(s). If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time, [Provider] shall resume work in accordance with the original terms of this Agreement. If the inappropriate behavior continues, the Client(s) will agree to relieve and hold [Provider] harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of the [Provider's] work. The Client(s) shall be responsible for payment in full, regardless of whether the situation is resolved or whether [Provider] resumes work detailed in this Agreement.

Health & Safety. Client(s) further understand that [Provider] complies with all health and safety laws, directives, and rules and regulations. Client(s) expressly agree(s) that during the [event/wedding/session] Client(s) and Client(s)' agents shall not carry weapons or firearms, be exposed to severe illness, or request the [Provider] to do anything illegal or unsafe. Further, [Provider] will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by communicable diseases, quarantined areas, or other similar occurrences. Under any of these circumstances, [Provider] reserves the right to end service coverage immediately and/or leave the [event/wedding/session]. [Provider] shall be entitled to retain all monies paid and Client(s) agree to relieve and hold [Provider] harmless as a result of incomplete event coverage, or for a lapse in the quality of the [Provider's] work.

General Provisions

Governing Law. The laws of govern all matters arising out of or relating to this Agreement, including torts.

Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

Notice. Parties shall provide effective notice (“Notice”) to each other via either of the following methods of delivery at the date and time which the Notice is sent:

Provider’s Email: _____

Client Email: _____

Merger. This Agreement constitutes the final, exclusive agreement between the parties relating to the _____ and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment. The parties may amend this Agreement only by the parties’ written consent via proper Notice.

Signature

Signature

Company Name

Clients Full Name

Date

Date