Event Date :

This agreement is between Emilia Reilly, hereinafter referred to as the "Photographer", operating in the State of Emilia Reilly Photography, and the signers of this portrait photography agreement, hereinafter referred to as the "Clients", collectively referred to as the "Parties", with the portrait session detailed below.

The package list and price list and/or documents attached to this contract are integral parts of this document. The contract terms, agreement, and price list are the only legally binding documents between the Parties.

**Contracting Parties**

Client's Name: ..........................................................................................

Client's Address: .......................................................................................

.................................................................................................................

Client's Post Code:.....................................................................................

Client's Telephone:.....................................................................................

Client's email address: ..............................................................................

**Additional Contact Information**

**(this information is required in case the Photographer is unable to contact you)**

Additional Contact Name: ...........................................................................

Additional Contact Address: .......................................................................

.................................................................................................................

Additional Contact Post Code: ....................................................................

Additional Contact Telephone: ....................................................................

**Event Information**

Venue Name: ............................................................................................

Venue Address: ........................................................................................

...............................................................................................................

Venue Post Code: .....................................................................................

**Agreement Overview**

This agreement contains the entire understanding between the Photographer 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, signed by all the Parties. If the Parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

**Coverage**

Coverage will begin at ....................... , and continue for the number of hours purchased, contiguously.

**Failure to Perform**

The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Due to the limited and subjective nature of the event, the Photographer cannot be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the church or location restrictions. The Photographer is not responsible for lost photo opportunities due to other cameras or flashes, the lateness of the clients or other principles. The Photographer is not responsible for the lack of coverage due to weather conditions, scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location. It is acknowledged that any lists submitted to the Photographer will be used for organizational purposes only and in no way represent photography that will actually be produced. The Photographer will do its best to fulfill all requests but can make no guarantees all images will be delivered. The Photographer recommends that the Client point out important individuals for informal or candid photographs to the photographer during portrait shooting that they wish to have photographed. The Photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. The Photographer is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to the Photographer.

Clients are responsible for all location fees and permits.

**Copyright**

Title (possession) of and copyright to all products shall remain with the Photographer until client has paid in full. All photos are copyrighted. The negatives and or digital images (hereinafter collectively the “images”) created by the Photographer and/or subcontractor(s) remain the property of the Photographer. It is illegal to copy, scan, reproduce, or post online in forums or elsewhere without the written permission of the Photographer. Violators of this federal law will be subject to its civil and criminal penalties.

Permission is herby granted to the Photographer to use any images created under this contract for professional samples, displays, internet website pages, advertising, exhibitions, contests, and any other purpose.

The Photographer retains the copyright to all images produced by the Photographer and/or the Photographer's subcontractors. If purchasing Hi-Resolution images on CD/DVD, Clients will be given a written release to make personal copies of images from CDs or DVDs. The client understands the images given on CD/DVD cannot be used for profit or advertising and all posting of images on the internet must be acknowledged as images by the Photographer.

**Expenses**

Travel expenses such as parking, shipping, or destination fees must be reimbursed to the Photographer and will be added to the balance due after the event. Travel fees are pre-determined and will be set out in the initial payment total. Clients are responsible for all location fees and permits.

**Garments**

The Photographer cannot be held responsible for damage to Garments due to environmental events. Client is responsible to arrange personal assistance for garments.

**Creative License**

Images are edited at the Photographer’s discretion, and delivered prints may not include all images shot. The Photographer reserves the creative rights to edit and release only those images deemed creditable as professional in quality and within the photographer’s artistic standards.

**Force Majeure**

If the Photographer or its assigns cannot perform this Agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, then the Photographer shall return any moneys paid by the Client, less retainer fee and expenses, but shall have no further liability with respect to the Agreement. This limitation of liability shall also apply in the event that photographic materials are damaged, lost

through camera malfunction, compact flash card malfunction, or otherwise lost or damaged without the fault on the part of the Photographer. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

Returned Checks

Returned checks are subject to a £.......... returned check fee. Client assumes responsibility for any and all collection costs and legal fees incurred by the Photographer in the event that enforcement of this contract becomes necessary. All legal action shall be taken appropriately.

**Cost of Portrait Photography**

Please make all fees are payable to Mrs Emilia Barbara Reilly

Account Number:51736191

Sort code - 40-20-12

Package: ..................................................................

Additional Products:

-

-

-

-

Additional locations costs £.......................... each x Quantity........ = £................

Additional Products Total = £.........................

Initial Package Total = £............................

Final Total Package Balance Due: £.....................

This is a contract for personal photography services to be provided by the Photographer and/or individuals subcontracted to do work for the Photographer. The Parties agree to the above and below terms and conditions, and acknowledge that they have received, read, and understand the Photographer’s current price list.

Photographer's Signature:........................................

Client's Signature:...........................................