

GENERAL PHOTOGRAPHY AGREEMENT – GREG POLAND PHOTOGRAPHY

Client Name: _____ **Phone:** _____

Address: _____

Session Location: _____ **Date:** _____ **Time:** _____

Session Type: _____

ENTIRE AGREEMENT: This agreement contains the entire understanding between Greg Poland Photography 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 it 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.

FINAL IMAGES RENDERED TO CLIENT: Client has reviewed portfolio images and accepts image composition quality and the documentary and artistic value of images photographed by Greg Poland or those working the behalf of Greg Poland Photography and accepts the results on an as is basis. CLIENT shall hold Greg Poland Photography harmless in any disputes arising from these issues.

SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of the CLIENT in a manner enjoyed by all parties. CLIENT and Greg Poland Photography agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.

COPYRIGHTS: The photographs produced by Greg Poland Photography are protected by Federal Copyright Law (Copyright © Greg Poland Photography all rights reserved) and may not be reproduced in any manner without Greg Poland Photography's written permission.

Upon final payment by the CLIENT, Limited Reproduction License of the resulting images will be transferred to the CLIENT under the following conditions:

The Digital Files, Negatives and or Transparencies (slides) are the property of CLIENT for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives.

The CLIENT must obtain written permission from and compensate Greg Poland Photography prior to the CLIENT or its friends and relatives publishing or selling the photographs for profit.

EXHIBITION: CLIENT grants Greg Poland Photography permission to display selected images resulting from this assignment as an example of Greg Poland Photography's work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

MODEL RELEASE: The CLIENT hereby grants to Greg Poland Photography and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases Greg Poland Photography's and its legal representatives and assigns from all claims and liability relating to said photographs.

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill to photograph the event, Greg Poland Photography's will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. Greg Poland Photography takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Greg Poland Photography's control, Greg Poland Photography's liability is limited to the return of all payments received for the event package. 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.

RETAINER / DEPOSITS: In the event of cancellation, the Retainer paid is non-refundable. It shall be liquidated damages to Greg Poland Photography in the event of a breach of contract by CLIENT. The CLIENT shall also be responsible for payment for any Greg Poland Photography materials charges incurred up to time of cancellation.

COMPLETION SCHEDULE: Private online web gallery with edited photos will be started within 48hrs. Photos will be added to this link as editing continues and a high resolution photo cd will be sent to your address within 2 weeks of session.

PAYMENT SCHEDULE:

The deposit is due upon the signature of this agreement and the balance is due on the date of the photography session. Please make checks payable to Greg Poland Photography.

I have read and understand all of the terms of this agreement.

Signed _____ (Client) Date ____/____/____

Greg Poland Photography

Signed _____ Date ____/____/____