

Photography Agreement Event and Personal

reception: *client* agrees and understands that if the photographer(s) are on duty for an extended length of time, (over 4 hours) the *client* shall provide meal(s) for the photography staff, or allow for a one and one half (1½) hour meal break, whereas the photography staff of *On The Rocks Photography* will be allowed to leave the venue to obtain their own meal off property. Furthermore, the photography staff typically does not shoot photos while the guests are partaking in food consumption. At the conclusion of the reception it is agreed upon that stacy frick will not leave the reception until she has had a piece of cake! (that's a joke of course...kind of)

cooperation: unless otherwise noted, *On The Rocks Photography*, it's associates, or employees will be the exclusive photographer(s) at this event. *client* agrees that guests may not take photos of the assigned photographer(s) setups, poses or arrangements without prior permission of the photographer(s). the parties agree that good faith cooperation and communication between them is important in obtaining a good result. *On The Rocks Photography* recommends that *client* identify to the photographer(s) important individuals during the event and during associated portraits, if they wish to have them photographed. *On The Rocks Photography* and/or the photographer(s) will not be held accountable for not photographing desired guests if there is no one to assist in identifying and gathering people for photograph's. *On The Rocks Photography* is not responsible if key individuals fail to appear or cooperate during photography, or for missed images due to details not revealed to *On The Rocks Photography* or beyond the photographer(s) control.

house rules: *client* agrees and understands that the photographer(s) are limited by the guidelines of the ceremony official or reception site/venue management and *client* agrees to accept the results that may occur from said guidelines. negotiation with the officials for moderation of guidelines is solely the *client's* responsibility. *On The Rocks Photography* will however offer technical recommendations concerning such guidelines.

images & copyrights: photographs/digital images produced by *On The Rocks Photography* are protected by federal copyright law (all rights reserved). upon final payment by *client*, *client* is granted limited license to use and display resulting images for personal use. said images **may not be altered or reproduced in any manner without prior written permission of On The Rocks Photography**. *client* receives printing rights, who may make prints for personal use, but **may not alter** or re-distribute the photos or digital images in any manner without written permission of *On The Rocks Photography*. in addition, **the client must obtain written permission from On The Rocks Photography prior to the client, its associates, friends or relatives publishing the photographs. publishing images includes but is not limited to social media sites such as facebook, instagram, twitter, google+, youtube, linkedin, pinterest, ryze, affluence, etc. any and all social media photos must be pre-approved and credited to On The Rocks Photography by posting: "photography by On The Rocks Photography Tucson, AZ". using the "share" option on facebook is the only acceptable means of redistributing a photo posted by On The Rocks Photography.**

model release: the *client* hereby grants to *On The Rocks Photography* and successors, heirs, executors, administrators, assigns, attorneys, representatives and agents, the irrevocable and unrestricted right to use and publish photographs of the *client*, *guests*, *attendees* and/or in which the *client* may be included, for editorial, trade, advertising or any other purpose and in any manner or medium; to alter the same without restriction; and to copyright the same. the *client* hereby releases *On The Rocks Photography* and all associates representatives and assigns from any and all claims, actions, demands, suits, liabilities, damages, expenses, and obligations of any kind arising from, or related in any manner to *On The Rocks Photography's* use of said images.

retainer & payment schedule: a 10% deposit is due at the signing of this agreement. your date will not be reserved until said deposit is made. this is a **non-refundable retainer**. should *client* cancel or otherwise breach this agreement, the **non-refundable retainer** shall be liquidated for damages to *On The Rocks Photography*. the *client* shall also be responsible for payment of any materials/charges/expenses incurred up to time of cancellation, otherwise, the retainer shall be applied towards the final total, with the remainder of charges payable in full in cash on the day of the event. if *client* pays balance via credit card or paypal, a 10% fee will be added to the balance due.

limit of liability: in the unlikely event that the photographer(s) are injured, become too ill, or has an emergency that prevents them from photographing the event, *On The Rocks Photography* will make every effort to secure a replacement photographer. if a suitable replacement is not found, *client* agrees that responsibility and liability of *On The Rocks Photography* to the *client* is limited to the return of all payments received for the event. *On The Rocks Photography* takes the utmost care with respect to exposure, storage, and processing the photographs/images, but cannot and does not, guarantee that photographs/images of the event will not be lost, stolen, or destroyed for reasons within or beyond *On The Rocks Photography's* control. *client* agrees that *On The Rocks Photography* and/or the photographer(s) full and complete responsibility and liability is limited to the return of all payments received for the event. *client* further agrees that the limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the estimated percentage of the total number of original images.

completion schedule: digital gallery images are expected to be prepared for proofing within two to six weeks of the event date. printed items and albums may require additional time.