



Photography Contract

This contract is between the photographer and the client as detailed below,

The Photographer's name is: Tammy Stayton of Tammy Stayton Photography

Address: 4809 Lawrie Lane, Louisville ,KY 40214

The Client's name is : _____

Address: _____

Contact telephone number: _____

1. A Summary of the Contract

The photographer is responsible for providing for the client a photographic service and products as detailed in section 2 ('coverage'). The client undertakes to engage the photographer for this coverage for the price as detailed in section 3.

2. The Coverage

Coverage will be provided by the photographer as follows,

Session date: _____ Type of Session _____

Coverage to commence at: _____ Coverage to finish at: _____

Location(s): _____

Other locations where coverage is required: Other dates?

Product package included in the coverage: _____

3. Payment Arrangements

The client will pay the photographer a total fee of \$ _____ subject to the following terms:

A \$ _____ deposit to secure the date and payable on execution of this agreement. This deposit is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation.

Payment of the balance of \$ _____ no later than two weeks before the date of the Session.

Cancellation less than 1 week before the date of the session will require payment in full unless the weather conditions limit scheduling. In the event of rescheduling due to weather there will be no fee. All cancellations must be in writing. The cancellation conditions above will apply for postponed sessions if the photographer is not able to re-schedule for the new date and time. The fee for postponed session is subject to change. Any additional payments for albums and other services are to be made when that order is placed. Prices for orders placed over one year after the date of the session may be subject to change. This includes orders that are part of the initial portrait package e.g. albums, canvases , etc.

4. Copyright

The entire copyright in the photographs is retained by the photographer at all times throughout the world. Where a gallery of photographs has been provided to the client as part of their Photo collection, these photographs may be printed, and displayed online, for personal but not commercial use.

The photographer retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his work.

5. Image Size, Color, Style and Composition

All image sizes are approximate. The photographer will provide a pleasing color balance but cannot guarantee exact color matching. It is sometimes not possible to record on film or in print the exact color as seen by the human eye. There is no right to reject on the basis of style or composition.

6. Attendance

In the unlikely event of the photographer is unable to complete the coverage due to unforeseen circumstances, the photographer reserves the right to appoint another photographer to attend on his behalf to undertake the photography.

Due to the commitment to sessions on the weekends, engagement/pre-wedding portrait shoots are arranged Monday to Friday. The location of the engagement/pre-wedding portrait shoot is within 20 miles of 'location x'. Otherwise, a charge may apply.

7. Indemnity

The photographer agrees to indemnify the client against all expenses, damages, claims and legal costs arising out of any failure by the photographer to obtain any clearances for which he was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. The photographer shall only be responsible for obtaining such clearances if this has been expressly agreed before the day of the session. In all other cases the client shall be responsible for obtaining such clearances and will indemnify the photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

8. Limitation of liability

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstances, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

The undersigned have read and understood the above contract and agree to the terms and conditions in their entirety.

Signature of photographer: _____ Date: _____

Signature of client: _____ Date: _____