

# FOCAL POINT PRODUCTIONS CONTRACT FOR PHOTOGRAPHY SERVICES



## Service Contract

This photography contract is made effective as of \_\_\_\_\_ (today) between Focal Point Productions (Focal Point) and the “client” \_\_\_\_\_. This written contract sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties.

## Performance of Services

- (1) Focal Point agrees to take photographs as per the “client’s” state requests, allowing for artistic expression.
- (2) Focal Point agrees to use high technical quality to meet the “client’s” needs for the web or print.
- (3) Focal Point will use digital photography and color management consultancy knowledge to create photographs for the “client”.
- (4) Focal Point will provide the “client” with samples of proofs within 45 days.
- (5) Focal Point will provide images to “client” of highest quality.

**Service Period** The service period will be from:

[START TIME]:

[END TIME]:

[DATE]:

[LOCATION(s)]:

[PRICE TOTAL/PACKAGE]:

Additional time can be added day of event for the amount of:

## Deposit

At the time of the signing of the Contract, the “client” shall pay a non-refundable deposit for the services. The deposit will be subtracted from the total payment owed by the “client” upon the completion of services. Deposit is approximately 33% of total payment.

## Payment

(1) The “client” agrees to pay a total of \_\_\_\_\_ with a deposit of \_\_\_\_\_ (1/3) and another payment of \_\_\_\_\_ (1/3) within 2 weeks of the event to Focal Point Productions for services. Final payment of \_\_\_\_\_ (1/3) due upon delivery of finished work.

Date	Amount	Description	Note	Remaining Balance

**Cancellation** All deposit fees are non-refundable. A minimum of 4 weeks’ notice will be required for cancellation of this contract by the “client”. Any cancellation made with less than 4 weeks’ notice prior to the agreed upon service date will result in full payment by the “client”. If the cancellation is initiated by Focal Point Productions ; all monies paid to Focal Point Productions from the “client” shall be fully refunded. Refund shall be paid out within thirty (30) calendar days from the cancellation date.

**Terms** Focal Point Productions and the “client” agree that this contract shall commence on the above date and that the same shall terminate on \_\_\_\_\_ (45 days after event). Said agreement may be extended and/or renewed by agreement of all parties memorialized in a subsequent amendment thereafter.

**Copyright, Reproductions, and Model Release** The copyright of the photographs is retained by the photographer at all times throughout the world. Where a digital version of the photographs has been included for the clients as part of the wedding collection, these photographs will include a print release and may be printed, and/or displayed online, for personal use. Commercial use must be expressly approved in written form by the photographer and include citation. This includes online bridal publications.

The photographer retains the right to use the photographs for the purpose of advertising or otherwise promotion of their work. “Client” agrees not to sell any of the files or prints without written permission from the photographer. The “client” agrees that they are signing a model release to allow the use of the photographs (of themselves) and those pictured at their wedding for the photographer’s business purposes.

**Social Media** This clause applies to social media including, but not limited to Facebook, Instagram, and blogs. When published online it is required that a citation of the photographer is made. The “client” agrees that they will under no circumstances alter the photographer’s photographs that are placed in public or on the internet. As a photographer, I need photographs to be an accurate representation of my work so that future clients have a good understanding of my brand and style. The “client” agrees to be responsible for any family member or friend who posts our photographs online and agrees that they cannot be cropped (with the exception of forced cropping on social media), altered in color, or edited in any way.

**Confidentiality** Focal Point Productions and its employees, agents, or representatives will not at any time or in any manner either directly or indirectly, use for the personal benefits of Focal Point Productions, or divulge, disclose, or communicate in any manner, any information that is proprietary to the “client”. Focal Point Productions and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be in effect after the termination of the contract.

**Courtesy** The photography schedule and selected methodology are designed to accomplish the goals and wishes of the “client”. Focal Point Productions and the “client” agree that positive cooperation and punctuality are therefore essential. “Client” agrees to give/have someone give Focal Point sufficient warning of key events at the wedding to give Focal Point time to prepare. Photographers will endeavor to get photographs of as many guests as possible, which may be limited by guests’ cooperation in having their photo taken. Focal Point cannot be held responsible for lack of photographs or poor quality of photographs if guests are interfering with Focal Point’ work. “Client” acknowledges Focal Point may be limited in scope by rules of the location of the ceremony and/or reception. (i.e. flash photography may not be allowed within a church, lighting in ceremony/reception may be lacking)

**Indemnification** The “client” agrees to indemnify and hold harmless Focal Point Productions from all claims, losses, expenses, fees, including attorney fees, costs, and judgements, that may be asserted against the “client” that result from the acts or omissions of the “client” or the “client’s” members, if any and the “client’s” agents.

**Warranty** Focal Point Productions shall provide its services and meet its obligations under this contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally accepted industry standards and will provide a standard of care equal to or superior to care used by service providers similar to others on similar projects.

**Satisfaction and Accuracy** The “client” agrees that the work delivered will be of a similar style and caliber to those photographs on our website and blog, and that the photographer will have complete creative control during the photographs and in post-processing. The images will be delivered in JPEG format with a mix of color and black and white images, and deemed appropriate by the photographer. No re-editing will be done after the final edited copies are presented to the client.

The client agrees that the photographer can only capture the wedding that happens: weather, location, schedule complications, time restraints and subjects ability to cooperate, are all factors in the quality of the photographs. The photographer will not edit for physical size, hair, nor any other physical appearance issue other than blemishes if requested by the client.

Focal Point takes multiple photos of the same situation throughout the event to ensure correct documentation. Not all photos will be provided to “client” due to photographs being duplicates, incorrect lighting, or subjects inability to cooperate. Some photographs may have end up blurry, have an odd exposure or composition, or they are simply duplicates. I choose, edit, and deliver the photographs that have the highest quality and have the most meaning.

**Limit of Liability** In the unlikely event of total photographic failure or cancellation of this contract by either party or in any circumstance, 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. Any legal matters will be held in the photographer’s home state, any legal fees incurred by the photographer as a result of client prosecution will be paid by the client.

**Force Majeure** If performance of this contract or any obligation under this contract is prevented, restricted, or interfered with by causes beyond either party’s reasonable control (“Force Majeure”), and if the party unable to carry out its obligations gives the other party reasonably timely written notice of such an event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosions, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock outs, work stoppages, other labor

disputes, or supplier failures. The excused party shall use reasonable effort under the circumstances to avoid or remove such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of the party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**Food and Breaks** The photographers will be allowed a 20 minute break at their own discretion and bathroom breaks when necessary. Each photographer will be provided a guest meal for weddings lasting longer than 5 hours. If no meal is provided the photographers reserve the right to go off-site for a meal for 30 minutes. It is highly recommended that the photographers are allowed a meal directly after the bridal party to ensure they are finished eating by the time the next activity is scheduled.

Will the photographer be welcome to eat the venue provided meal? \_\_\_\_\_

**Client Contact Information :**

<b>Name</b>	
<b>Address</b>	
<b>Type of Event</b>	
<b>Phone Number</b>	
<b>Email</b>	

**Venue Contact Information**

<b>Venue Address</b>	
<b>Point of Contact Name</b>	
<b>Point of Contact Phone</b>	
<b>Point of Contact Email</b>	
<b>Number of Approx Guests</b>	

**THE UNDERSIGNED HAVE READ AND UNDERSTAND THE ABOVE CONTRACT  
AND AGREE TO THE TERMS AND CONDITIONS IN THEIR ENTIRETY.**

Signature of Client(s): \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Focal Point Productions : \_\_\_\_\_

Date: \_\_\_\_\_