

Casual Portraits, Inc. Agreement for Photographic Services

Clients: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Referred by: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time: from \_\_\_\_\_ to \_\_\_\_\_

Address of the Event Billing address of the client, with County

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Services and/or Photographic Products as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Required Retainer: \_\_\_\_\_

Additional payments will be made by Clients to Photographer as follows:

\_\_\_\_\_  
\_\_\_\_\_

**CLIENTS HAVE READ THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE OF THIS FORM, AND ACKNOWLEDGE THAT THEY UNDERSTAND THIS AGREEMENT AND ARE BOUND THEREBY.**

\_\_\_\_\_  
(Client 1 Signature)

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

\_\_\_\_\_  
(Client 2 Signature)

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

\_\_\_\_\_  
W. Harwell Thrasher  
President, Casual Portraits, Inc.

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

Checks should be made out to Casual Portraits, Inc.

# Casual Portraits, Inc. Agreement for Photographic Services

**Casual Portraits, Inc.**, a Georgia corporation with principal offices at 4610 Clipper Bay Road, Duluth, Georgia 30096, (hereinafter referred to as "Photographer") agrees to provide photographic services and/or photographic products to Clients in accordance with the terms and conditions contained within this agreement. Services will be provided on Event Date for the time given as Event Time. Photographer agrees to provide services and/or photographic products as described on the reverse of this page. Pricing for these services and products will be accordance with the Photography Pricing attached hereto, and this pricing will be valid for orders placed up to three months after the Event Date. Full payment must be received for each service and/or product before the service or product will be delivered. For specific services and/or specific photographic products requested by Clients not included in the attached Photography Pricing, pricing will be in accordance with the Photography Pricing then current on the date each specific service is requested by Clients. Products ordered more than three months after the Event Date will be subject to a \$20 order charge and a 20% surcharge above the pricing on Photography Pricing then current on the order date.

## **Ownership Rights and Responsibilities:**

Photographer and Clients agree that Photographer owns any and all copy and reproduction rights. Clients agree not to reproduce or copy any proof or other photograph of the event, taken by Photographer, without Photographer's written permission. Any unauthorized reproduction of proofs or other photographs, or failure to return the proofs to Photographer (if applicable), constitutes a breach of this agreement and will subject Clients to any and all applicable civil penalties. If Clients purchase digital copies of full-size images, or if Clients download smaller images from the Internet, then Photographer retains ownership of all copy and reproduction rights for those images, but Photographer grants to Clients the right to unlimited non-exclusive non-commercial use of those images, including the right to print or reproduce those images for Clients' personal purposes.

## **Retainer and Payment Requirements:**

To reserve the event date, Photographer requires a retainer in the amount listed on reverse of this page. Photographer will not hold any date open until this retainer is received by Photographer. This retainer is non-refundable for any reason, except if this agreement is canceled by Photographer. In the event of a postponement or cancellation of the event, monies paid over and above the retainer are non-refundable, but may be applied to future photographic services, subject to date availability at the Photographer's discretion, and at prices in accordance with the Photography Pricing then current as of the new date of the event. Additional payments will be made by Clients to Photographer as provided on the reverse of this page.

## **Disclaimers:**

Photographer warrants and declares that every reasonable effort will be made to provide high quality photographic services. In the unlikely event that a catastrophic mechanical failure should occur to Photographer's equipment, or in the event that any other cause should prevent Photographer from providing Clients with the agreed upon photographic services and/or products, Photographer agrees to reimburse Clients for all amounts paid to date by Clients to Photographer. Due to the limited and subjective nature of the event, Photographer cannot be held responsible for requested photographs not taken or missed, or for lack of coverage resulting from weather conditions or schedule complications caused by, but not limited to, anyone in or at the event, or by church, synagogue, or location restrictions. Photographer cannot be responsible for unusable photographs due to distractions from clients' guests, eyes being closed and other circumstances beyond the Photographer's control. It is hereby acknowledged that any lists submitted are suggestions for the Photographer's consideration and will be used for organizational purposes only and in no way represent photographs that will actually be produced. Any documentation other than this contract such as, but not limited to, correspondence, e-mail, conversation notes and lists, are not contractually binding. Clients are aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Clients release Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities. In no event will Photographer's liability for any damages to Clients for any and all reasons exceed the total amount of fees paid to date by Clients to Photographer under this Agreement. Photographer shall not be responsible for any indirect, incidental, punitive, special, emotional or consequential damages whatsoever.

Clients agree that Photographer may use any photograph for publicity and advertising purposes that contains images from the event. Such publicity and advertising may include publication on Photographer's Internet web site.

## **Miscellaneous:**

Waivers - No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other by any related document or by law.

Governing Law - This agreement shall be deemed to be a contract made under the laws of the State of Georgia and for all purposes it, plus any related or supplemental documents and notices shall be construed in accordance with and governed by law of such state.

Amendments - This agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or in part, except by written instruments signed by the parties hereto.

Entire agreement -This agreement, including Photography Pricing attached hereto and made a part hereof, constitutes and expresses the entire agreement and understanding between the parties. All previous discussions, promises, representations and understandings between the parties relative to this agreement, if any, have been merged into this document.

## **Contact Information:**

Harwell Thrasher, Casual Portraits, Inc.  
4610 Clipper Bay Rd, Duluth, Georgia 30096  
Phone: 770 331-6979, Fax: 770 234-5347, E-mail: info@casualportraits.com