

**APPLICANT INFORMATION**

Last Name	First	M.I.	Date
Street Address		Apartment/Unit #	
City	State	ZIP	
Phone	E-mail Address		
Event Date/Time	Facebook Name	Twitter Name @	
Event Location(s)			

Are you 18 years or older? YES NO

Would you like your gallery private? YES NO If yes, provide

password

sites? YES NO Birthday &

Do you want any sneak peeks on social

Anniversary

Purchased Package Contents/Price	Additional Add ons/price
wedding photography services \$____ an hour	
how many hours total:	
Plus travel fees. \$55 if over two hours travel from Eldon Missouri.	
retainer fee of \$400 (non refundable) goes toward total price in full.	
Total	
Tax	0
Grand total	

Event Information & Understanding:

This contract is written for the purpose of event photography. This contract covers all of the event photographs, and all locations in which these photographs are taken. The signing of this contract states the client's understanding that it is their choice to participate in these photos, and the client will not hold studio responsible for any negative actions or feelings that may commence due to the images of this shoot. The client understands that they will decide whether or not these images are made public, and will make studio aware of these preferences. Based off the agreement the client is agreeable to the terms, conditions, and timeline of the session, and the delivery of images and products. The client states that they are 18 years or older. If the client is not 18 years or older, they understand a parent or legal guardian is required to sign this contract as well.

Payment Schedule:

\$400 is due at the signing of this contract; the remaining balance can be made in payments monthly to the photographer with final payment being made 30 full days before the event.

If writing a check - please make check payments out to; Courtney Allen

Disclaimer This contract solidifies the package contents and price at the time of booking. This contract is specifically for services and products purchased on purchase date.

Any addendums made to this contract, must be agreed upon by all parties involved, in writing.

Retainer: This signed contract and the retainer deposit are required to book the event session and purchased package. The retainer deposit is \$400 of the purchased package and will go to the final total. In the event of a canceled session this retainer deposit is non-refundable.

Payment Arrangements: The retainer deposit of \$400 is due at the signing of this contract. If under the payment plan schedule payments must be made monthly to the remaining balance. The company known as Divine Moments Photography reserves the right to refuse services/products if the payment arrangements have not been met unless prior arrangements have been made.

Payment Stipulations: There is a \$100 fee for any returned checks. In the event of a previous returned check by client, studio reserves the right to refuse payment of checks in the future, in which case cash, money order, cashier's check, and debit/credit will be accepted.

Schedule Arrangements: Due to the nature of the session a timeline will be enforced to ensure the package obligations are met. The session will start at the scheduled start time even if the client is tardy or unprepared. The event end time will remain the same. If additional time is needed, the client will have the option to purchase based off the a la carte pricing menu for additional time. If the client does decide to add on additional time, payment amount for that time is due in full on the date of the added time. If you have more than one location for your event, the travel time going from destination A to destination B so forth is not included in the total price and must be paid in addition to the total.

Additional Fees: In the event that the client specifies a certain location to be used during the shoot, the client is responsible for all location fees involved such as location access fees, parking, etc. Client is also responsible for arranging the location access and any permits/passes related to doing so. If the location is more than 2 hours from Eldon, MO the client is responsible for paying all travel fees including but not limited to fuel. If the event goes late into the evening the client is also responsible for reserving a room at a hotel for the photographer to stay overnight. The client will also allow and provide food during the event for the photographer. **For destination weddings :** the client is

responsible for flight, accommodations for two nights, a few of the meals, and transportation. Photographers will arrive the day before the event (as early as possible in case of any flight issues) and then stay the night of the wedding. Should the photographer choose to extend the trip there is no additional fee for the client. Rental cars, cab fees, airport parking fees etc are discussed with the photographer and client pre travel to discuss a reasonable finance plan.

Traveling Fees: For events that do not require a hotel but are outside of the two-hour drive time limit. A fee of \$55.00 will be charged for travel expenses.

Cooperation: Divine Moments Photography is not held responsible for the behavior of parties involved with the event, with the exception of studio personnel. If the desired outcome of your session is jeopardized by the behaviors of parties involved with the exception of studio personnel, Divine Moments Photography cannot be held responsible. If there are timelines involved, the studio is not responsible if someone from the wedding party is late or MIA.

if clients friends/family are taking their own mobile phone photos behind or next to photographer, studio is not be held responsible for ruined shots.

Exclusive Photographer: Client agrees that Divine Moments Photography is the exclusive photographer at this event and other photographers, family, friends or amateurs may be asked to stop photographing if Divine Moments Photography finds it intrusive. DMP is not responsible for missed shots due to such photographers' flashes going off, or from them blocking the events taking place. Photographers are not responsible for ruined shots from event goers taking photos on their phone.

Client Usage Rights/Copyrights: The photographs produced by Divine Moments Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without studio explicit written permission. It is a breach of this contract to reproduce the images in any form unless rights were purchased within the package for those images.

Client reserves the right to post images on social networking sites such as Facebook and Twitter. It is a breach of this contract to crop/hide studio logo. The client will not do any additional editing to the images of Divine Moments Photography including but not limited to instagram filters, Facebook filters or any other additional changes. The image once delivered is to remain the same way visually if posted on any and all social media accounts. Client must also credit the photography photos to Divine Moments Photography. Please initial here _____

There will be limited copyright ownership of the images delivered by download under these conditions:

Commercial use of these photos is prohibited. These images are for personal use only, and may be reproduced for the purpose of sharing with friends and family.

In the event that these photos will be published, sold for profit, used within marketing materials the client must obtain written permission from and compensate studio prior to the release. Additional contract will be needed at that time.

Studio Usage Rights/Copyrights: Client grants Divine Moments Photography unrestricted usage rights and copyrights to use and publish photographs in any manner or medium. Client grants studio permission to use images taken within this session in sample albums, marketing materials, editorial, online web presence, including but not limited to, website, social networks, blog, etc. Images may also be used in photographic competitions and for publication in which case the client will release all profits from images.

In the event that client wishes the images to be kept private and not displayed anywhere publicly, on the internet or otherwise, please initial here. _____

If client would like private online gallery, please specify necessary password to that gallery here. _____

Cancellation/Reschedule Policy: In the event that the client cancels their event for any reason other than death in the family, they acknowledge that the retainer/deposit is non-refundable, and any payment up until the cancellation date is deemed non-refundable. A written release is needed for the client and photographer to state that they are both mutually releasing the current contract after payment.

In the event that the event is rescheduled and Divine Moments Photography does not have the date available, the client acknowledges that the deposit/retainer and money paid on the payment plan up until said date are non-refundable. If the rescheduled date is available, the client may transfer their event package to that date. Client acknowledges there may be additional fees for the same package when moving the date from one date to another.

Neither party shall be liable for any costs(aside from payments made up until this date by hiring party to studio) or damages due to delay or nonperformance under this Agreement arising out of any cause or event beyond such Party's control, including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, work stoppage, power or other mechanical failure, governmental action, or communication disruption. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after or during the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement, as applicable, as soon as reasonably practicable.

Limit of Liability: In the unlikely event that the photographer is injured or becomes too ill to photograph the session, Divine Moments Photography will make every effort to secure a replacement photographer unless otherwise specified by the client. If the situation should occur and a suitable replacement is not found or accepted, the deposit will be returned to the client. In the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond studio control, studio 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 the total number of originals.

Neither party shall be liable for any costs or damages due to delay or nonperformance under this Agreement arising out of any cause or event beyond such Party's control, including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, work stoppage, power or other mechanical failure, governmental action, or communication disruption. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after or during the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement, as applicable, as soon as reasonably practicable.

Package Contents: Client acknowledges that the ordered package contents of HD digital images, online galleries, products, and albums do have an expiration date and must be downloaded in full within the time frame of 6 months from the event date. The gallery will then be deleted after that, and a fee of \$400 will apply to redeliver photos after the deletion and 6 month download period.

By signing this contract, I agree to all the terms and conditions.

Client Signature Date

Divine Moments Photography

Studio Signature Date

