



MEMORIES OF TOMORROW™  
P H O T O G R A P H Y



Peter Adams

"As One"

ENGAGEMENT / PRE-WEDDING SHOOT  
PHOTOGRAPHY CONTRACT



**I. REQUIRED INFORMATION**

Shoot date: .....

Shoot location 1: .....

Shoot time: .....

Shoot location 2: .....

**HIM**

**HER**

Name: .....

Name: .....

Phone: .....

Phone: .....

Mobile: .....

Mobile: .....

Email: .....

Email: .....

Address: .....

Address: .....

Suburb: .....

Suburb: .....

State: .....

State: .....

Postcode: .....

Postcode: .....

Country: .....

Country: .....



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**2. PHOTOGRAPHY FEE AGREED**

The AS ONE engagement / pre-wedding package costs \$300.00 AUD (Inc GST) (plus any applicable expenses as described in the contract). The full amount of \$300.00 AUD is due when this agreement is signed. Additional hours beyond those covered by the package which are charged at \$150.00 AUD (Inc GST) per hour and any applicable expenses as described in the contract are also due to be paid in full on the day of the shoot.

**3. SHOOT PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE**

1. Two hours coverage on the shoot day which includes the time taken travelling between shoot locations.
2. The rights to print and copy the digital images and DVD's for personal use and for the purposes of reproduction and giving of photographs to friends and relatives.
3. All the photographs from the shoot day which remain after the photographer's normal post production routines are supplied at high resolution JPG photographs on DVD or CD, sized at an aspect ratio of 7:5 at a 14" x 10" @ 300DPI.
4. A password protected login for viewing an online gallery of your photographs on the Memories of Tomorrow Photography website. After the prints which are included as part of the package have been ordered the online gallery may be removed however in many instances it remains available on the website via the password protected login for a considerable period of time.
5. Two 10" x 8" and four 7" x 5" unframed prints of pictures of your choice from the shoot photographs.

**4. ENTIRE AGREEMENT**

This agreement contains the entire understanding between Peter Adams ("Photographer") and the undersigned ("Client"). It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

**5. CO-OPERATION**

The parties agree to positive co-operation and communication for the best possible result within the definition of this assignment. The "Photographer" is not responsible if key individuals fail to appear or co-operate during photography sessions, neither for missed images due to details not revealed to the "Photographer".

**6. SHOOTING TIME / ADDITIONS**

The photography schedule and selected methodology are designed to accomplish the goals and wishes of the "Client" in a manner enjoyed by all parties. "Client" and "Photographer" agree that positive cooperation and punctuality are therefore essential to that purpose and that shooting commences at the scheduled start time. Should the shoot start late due to any reason whatsoever, the "Photographer" will not be held liable for any photographs not taken.

Additional coverage beyond that included in the package at charged at a rate of \$150.00 AUD (Inc GST) per hour in 30 minute increments.

**7. VENUE & LOCATION RULES**

The "Photographer" is limited by the guidelines set out by the loactions or venue site management. The "Client" agrees to accept the technical results of their imposition on the "Photographer". Negotiation with the officials for moderation of guidelines is "Client's" responsibility; The "Photographer" will offer technical recommendations only.

**8. COPYRIGHTS / PRINT RELEASE**

Until final payment for services rendered is made, the photographs produced by the "Photographer" are protected by Federal Copyright Laws (all rights reserved) and may not be reproduced in any manner without the "Photographer's" written permission. The "Photographer" owns the copyright to the photographs. Upon final payment by the "Client", a print release of the resulting images will be transferred to the "Client" under the following conditions:

- (I). The digital images and DVDs are the provided to the "Client" for personal use and for the purposes of reproduction and giving of photographs to friends and relatives.
- (II). The "Client" must obtain written permission from and compensate the "Photographer" prior to the "Client" or its friends and relatives publishing or selling the photographs for profit.

**9. MODEL RELEASE**

The "Client" hereby grants to the "Photographer" and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the "Client" or in which the "Client" may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The "Client" hereby releases the "Photographer" and its legal representatives and assigns from all claims and liability relating to the said photographs.

**10. EXHIBITION**

The "Client" grants the "Photographer" permission to display the images resulting from this assignment as an example of the "Photographer's" work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.



### 11. CONDUCT

The "Photographer" will not tolerate verbally or physically abusive behaviour, nor will they share their time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If the "Client" is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. The "Client" understands that in such an event, no refunds will be granted.

### 12. COMPLETION SCHEDULE

Photograph processing and the creation of the online gallery takes approximately four weeks. Every effort will be made to ensure that the finished product is available prior to the time limit, however where circumstances beyond the "Photographer's" control prevent early availability or cause a delay past four weeks the photographer will not be held accountable. The delivery schedule for the finished prints will depend entirely on the time taken by the "Client" to advise of as to which prints they wish to order.

### 13. PAYMENT SCHEDULE

The "Client" agrees that \$300.00 AUD is required at the time of contract acceptance and 100% of the remaining balance is on the day of the shoot.

### 14. METHOD OF REMUNERATION

Payment may be made by cash, cheque or EFT deposit.

### 15. EXPENSES

The "Client" is responsible for all travel and accommodation expenses as detailed on the Memories of Tomorrow Photography website. Where a shoot is location is more than 60 minutes drive from the Perth CBD (Western Australia, postcode 6000) the "Client" is responsible for the costs of accommodation, meals, etc for the photographer.

### 16. LIMIT OF LIABILITY

In the unlikely event that the "Photographer" is injured or becomes too ill to photograph the shoot it may be necessary to reschedule the shoot for an alternative date.

If this situation should occur and a suitable date is not available, responsibility and liability is limited to the return of all payments received for the shoot package.

The "Photographer" takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond the "Photographer's" control, the "Photographer's" liability is limited to the return of all payments received for the shoot 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 total number of originals.

The return of monies paid under these circumstances may be made as instalments when the photographer is unable to repay the entire amount as a lump sum.

### 17. NON-GUARANTEES

Although every possible care will be taken to produce photographs of all the desired poses or locations during the shoot, The "Photographer" cannot place an unconditional guarantee on the above. The "Photographer" will not be held responsible for any ruined photographs due to any other cause in or outside of the "Photographer's" control.

### 18. PERFORMANCE

The performance of this contract on behalf of the "Photographer" shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond their control.

### 19. SEVERABILITY

If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

### 20. AMENDMENTS

This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by the "Client" and the "Photographer" at the time of acceptance of this contract shall be recognised as amendments to this contract.

### 21. SIGNED AGREEMENT

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed: ..... ("Client", Groom)

Signed: ..... ("Client", Bride)

Signed: ..... ("Witness")

Date: .....

Signed: ..... ("Photographer")

Date: .....