

Stu Stu Studio Photography

Photography Contract

This agreement is between the photographer and the client as detailed below.

Photographer: Stu Stu Studio Photography

Address: 704 Raymond Drive
Lewiston NY 14092

Client(s):

Amanda Hibbard

Address: 613 Mountain View drive LewistonNY14092

Contact telephone number: 7166286975 hibbard.amanda@gmail.com

1. A Summary of the Agreement

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 of the Event will be provided by the photographer as follows,

Date: 04/07/2022

Location:

Coverage Details: \$350.00 Family/Child/Maternity Portrait Session/Cake Smash (add \$50.00) Senior Session(add \$100.00 w/ print release \$250) Event (\$150+): up to 1.5 hours, 20+ finished photographs delivered through private online gallery available for 6 months. (additional charge for families greater than 5 (\$15.00 each additional))

Print Purchasing: {{print_purchasing:}}

Terms and Conditions

This agreement constitutes an order for services, items, and materials as specified under "Photography services". There are no oral or other agreements of the Parties hereto and this Agreement constitutes full and complete understanding and agreement between the client and Stu Stu Studio Photography.

Stu Stu Studio Photography agrees to provide photography services at the times and requested locations specified under "Date, Location, and Time". Payment is due prior to the time of the portrait session.

Stu Stu Studio will be the exclusive photographer during the portrait session. No other photography is allowed.

Stu Stu Studio Photography welcomes the Client to express their preferences with regard to the portrait photography.

However, the Client agrees to let Stu Stu Studio Photography choose the best photographic methods and abide by their decision.

It is understood that Stu Stu Studio will not deliver every exposure taken. The Client agrees to abide by final editing decisions.

*The image files will be ready within 20 business days after the portrait session. Archiving the image files is the Client's responsibility.

Copyright

All images and copyrights are the property of Stu Stu Studio Photography.

Stu Stu Studio Photography retains the right to sell, copy, display, and/or publish any/all images created under this agreement, to the general public, for any reason, including but not limited to:

advertising, marketing, sales, print competitions, educational seminars, and monetary gain. The mediums for display could include newspapers, magazines, books, television, and the internet, but are not limited to only those mediums.

The Client has permission to reproduce images from this portrait session with the purchase of printing rights. The Client agrees to limit the use of the photographs for family and friends only. Using any photos for business or monetary gain will be considered copyright infringement. The Client must obtain written permission from Stu Stu Studio Photography prior to the Client or their friends and family publishing or selling the photographs.

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 in print the exact color as seen by the human eye. There is no right to reject on the basis of style or composition.

Attendance

In the unlikely event that 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/her behalf to undertake the photography.

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, trademarks, 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 wedding. 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.

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.

***Electronic Signatures Agreement**

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the world wide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

I Agree

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

Force Majeure and Safe Environment

x.1 If Photographer cannot perform or believes it may not be able to perform this Agreement in whole or in part due to a fire, natural disaster, act of war or terrorism (domestic or foreign), epidemic or pandemic (including COVID-19), action of any governmental authority (including a Government Order as defined in Section 7.3), national or regional emergency, other casualty, act of God, or other cause beyond the control of the parties or due to Photographer's illness or injury, whether or not foreseeable ("Force Majeure Event"), then Photographer will give notice to the Client as soon as reasonably practicable after Photographer determines that a Force Majeure Event will or may prevent Photographer from performing under this Agreement. Photographer shall have no obligation to perform under this Agreement and no liability for delays or failures to perform due to a Force Majeure Event, but Photographer may, in Photographer's discretion, work with the Client to find an alternative date for the Event that is suitable to both Client and Photographer. To the extent the Parties cannot agree on a suitable replacement date consistent with Photographer's availability, Photographer may also, in its sole discretion, refund fees paid to Photographer under the Agreement, less any amounts necessary to cover expenses and work (based on time spent by Photographer) already performed by Photographer related to the Event, including, but not limited to, pre-wedding communications, development of timelines, and preparation of gear for the Event (the "Refund Amount"). In the case of a Force Majeure Event, Photographer shall have no additional liability to Client with respect to this Agreement beyond that described in this Section and below.

x.2 In the case of a Force Majeure Event that impacts the Photographer individually, but does not otherwise impact the Event, including, but not limited to, illness or injury to Photographer, Photographer shall make reasonable efforts to suggest a replacement photographer for the Event. Should Client not accept a replacement photographer selected by Photographer to perform Photographer's obligations under the Agreement, Photographer shall refund the Refund Amount and shall have no further obligation to perform under the Agreement.

x.3 Client understands that Photographer works to maintain a safe work environment, including but not limited to, complying with applicable governmental laws, directives, orders, and regulations (each a "Governmental Order"). Client further understands and agrees that Photographer shall not be required to perform under this Agreement if the Event is held in violation of a Governmental Order or Photographer's participation in the Event would violate a Governmental Order. Client also understands and agrees that Photographer is not obligated to continue to perform under this Agreement if Photographer's personal safety or well-being has been or will be comprised or threatened at the Event, including, but not limited to, as a result of the condition of the venue for the Event, or the conduct of an attendee of the Event.

Signature of Photographer:

Signature of Client:

u