



Photography Contract

Contracting Parties

Name (COMPANY): MEDIA FOUNDRY _____

Name (CLIENT): _____

Address: #268 IAN ATHERLY DRIVE TAROUBA HEIGHTS _____

Address: _____

City: MARABELLA _____

City: _____

Country: TRINIDAD & TOBAGO _____

Country: _____

Phone: 868-755-5156 _____

Phone: _____

Pricing

*****Please Make All Checks Payable to: Elvin Bain *****

Project Cost: _____

Down payment: _____

This Agreement is made effective for all purposes in all respects as of _____ (current date) by and between _____, hereinafter referred to as "the COMPANY" and _____, hereinafter referred to as "The CLIENT" relating to the activities detailed below, hereinafter referred to as "The ACTIVITY(IES)".

1.0 ENTIRE AGREEMENT: This agreement contains the entire understanding between the COMPANY and the 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 parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

2.0 ACTIVITY SCHEDULE: Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY by the CLIENT.

3.0 SAFETY: The COMPANY reserves the right to terminate coverage and leave the location of the ACTIVITY(S) if the photographer from the COMPANY experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the ACTIVITY(S); or in the event that the safety of the photographer from the COMPANY is in question.

4.0 INSURANCE: The COMPANY will procure from a reputable insurance carrier and maintain in full force and effect throughout the term of the contract.

5.0 SHOOTING TIME / ADDITIONS: The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. However, for this project the COMPANY will adjust the schedule where required due to unfavorable weather and environmental conditions.

6.0 RESPONSIBILITIES: The COMPANY is not responsible for compromised coverage due to causes beyond the control of the COMPANY including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, or restrictions of the locations. The COMPANY is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage.

7.0 VENUE AND LOCATION LIMITATIONS: The COMPANY is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the COMPANY will offer technical recommendations only.

8.0 PERMITS: The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the COMPANY will be performing services.

9.0 FILM and COPYRIGHTS: The photographs produced by the COMPANY are protected by Laws of the Republic of Trinidad and Tobago (all rights reserved) and may not be reproduced in any manner without the COMPANY's explicitly written permission. If the CLIENT has purchased the digital negatives from the COMPANY, upon final payment by the CLIENT, full copyright ownership of the resulting images will be transferred to the CLIENT. However, the COMPANY is free to use images as part of its portfolio.

10.0 LIMIT OF LIABILITY: In the unlikely event that the assigned photographer from the COMPANY is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the COMPANY, the COMPANY will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of payments received for an activity(ies) missed.

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the COMPANY's control, including but not limited to camera, hard drive, or equipment malfunction, the COMPANY liability is limited to the return of all payments received for the ACTIVITY(S). 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 COMPANY is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

11.0 CAPTURE AND DELIVERY: The COMPANY is not liable to deliver every image taken at the activity. The determination of images delivered to the CLIENT is left to the discretion of the COMPANY.

12.0 CREATIVE LICENSE: Images are selected and edited at the COMPANY 's discretion, and delivery of Work Product may not include all images available. The COMPANY will edit and release only those deemed creditable, professional in quality, and within the COMPANY 's artistic standards. Work Product may contain changes such as distortions, color, and background as deemed appropriate by the COMPANY with final approval from the CLIENT.

13.0 CD/DVD STORAGE: CDs and DVDs cannot hold information forever; therefore the COMPANY recommends you backup said CDs and DVDs on another media format. The COMPANY cannot be held responsible for the failure of electronic or optical media. You agree to make your responsibility, data retention and backups, including from any on-line gallery the COMPANY may provide. The COMPANY recommends keeping multiple copies of any CDs/DVDs in more than one location, and backing up the images onto another format such as a computer hard drive or online backup service.

14.0 PAYMENT SCHEDULE: A 30% down payment is due at the time of signing of agreement. The remaining balance is payable according to the cost proposal. In the event the CLIENT fails to remit payment as specified, the COMPANY shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not shoot the remaining activities.

15.0 DISPUTES AND DISPUTE RESOLUTION: Any dispute in the meaning, effect or validity of this Contract, the CLIENT and COMPANY agrees to resolution firstly using the mediation process. If disputes are unresolved after the mediation process, then the parties agree to use the adjudication process. The details of the adjudication provisions are as follows:

- a. Each party unanimously agrees on the adjudicator
- b. The retainer paid to the adjudicator must be equally shared and be made payable on the 3rd working day of every month for the life of the contract.
- c. The ruling of the adjudicator is legally binding.

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

Client Signature: _____

Company Signature: _____

Date: _____

Date: _____