



**INFORMATION**

**Client** \_\_\_\_\_ **Date** \_\_\_\_\_

**Address** \_\_\_\_\_

**H:** \_\_\_\_\_ **W:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**City , State, Zip** \_\_\_\_\_

**Senior's Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Parent's Name** \_\_\_\_\_

Check Applicable Locations	Locations for Photography:	
Location 1	<b>Date</b> _____	<b>Time</b> _____
<b>address</b> _____		
Location 2	<b>Date</b> _____	<b>Time</b> _____
<b>address</b> _____		
Location 3	<b>Date</b> _____	<b>Time</b> _____
<b>address</b> _____		
Location 4	<b>Date</b> _____	<b>Time</b> _____
<b>address</b> _____		
Location 5	<b>Date</b> _____	<b>Time</b> _____
<b>address</b> _____		



**CHARGES**

The package fee is based on the Photographer's Standard Price List and includes the photographs described therein. If the fee is not based on a package but is a session fee, all photographs shall be billed in addition to the fee and in accordance with the Standard Price List. In addition to either the package fee or the session fee, the extra charges set forth below shall be billed if and when incurred.

Qty:	Description	Cost
	Senior Portrait Fee, includes 2 hours photo shoot time, one 8x10 and ten 4x6 or comparable size.	\$ 175.00
	Private website of photo shoots for family and friends to view and purchase pictures	\$ FREE
	High Resolution Image Package (suitable for printing a 4x6 image or like size at 300 dpi, delivered 6 months following the senior shoot)	\$ 200.00
	Resetting.....	\$ 75.00/h
	Special Retouching.....	\$ 75.00/h
	Special Finishes.....	\$ 75.00/h
	Rush Service.....	\$ 75.00/h
	Travel.....	\$ _____
	Other.....	\$ _____
		Subtotal
		\$ _____
		Sales tax
		\$ _____
		Total Due
		\$ _____
		Less Deposit
		\$ _____
		Balance Due
		\$ _____

Notes:

## PAYMENT:

In the event payments are not received timely per our contract, Z-Kal Imagery (the Studio) reserves the right to cancel this entire contract, or charge an additional service charge for any costs pursuant to the circumstances, as they exist. Items not contracted at this time are subject to price changes. Any services and/or photography will not be delivered until paid in full. Client shall pay the Studio in full, additional balance due hereunder when notified that this payment is due. Should Client fail or refuse to pay or not accept delivery of this order upon notification of completion, the order shall be in default and the Studio shall charge Client a default charge of \$35.00 per month (plus interest) or the highest rates permitted by applicable local law until the entire balance is paid in full. In addition, no additional orders will be accepted until this order is paid in full. Client shall be liable for any necessary costs of lawyer, collection and court fees. No work or other photography will be permitted to leave the studio unless paid for in full. Under all circumstances,

Studio and Client agree to binding arbitration through the State of Michigan to settle any disputes or conflicts regarding any part of this contract. Due to the nature of our business and type of service any settlements will not exceed payments made by Client. Adjustments of any kind require the client to return all photos to our headquarters with a written list of problems. Phone conversations (verbal) expressing requested adjustments are not acceptable. A charge of \$75.00 per item will be made for any charge-backs of payments made by client to Studio if the above procedures are not followed.

The contracting party will be billed for the entire order that they place. The Studio is not bound to this contract until the required retainer is paid, receipted and signed by management. Unless otherwise agreed herein, Client shall make a deposit to the Studio to perform the requested photographic services ("this order") for Client. Client's deposit shall be applied to the total cost of the order. If the Client should cancel this order, the Studio shall charge the Client a reasonable cancellation fee, as noted below, as liquidated damages, not as a penalty, per our cancellation policy. Studio shall refund to Client the excess, if any, of the Client's deposit over Studio's cancellation fee. Balance of payment for this contract is due 2 weeks prior to wedding date. Personal checks are not accepted for any payment made 7 days or less before your wedding date. It is understood that there is no guarantee of a minimum or maximum quantity of original prints except as contracted. Client is responsible for payment of all originals presented. Editing of original prints is not allowed.

## CANCELLATION POLICY

Our cancellation policy is based on the circumstances of your change in plans. For weddings cancelled completely: with at least 90 days notice we retain \$200.00 of contract fee; with 30 to 89 days notice we retain 1/2 the contract fee; with less than 30 days notice full payment is due. Above dates based on the date we receive your written letter of cancellation.

## COPYRIGHTS

Unless otherwise specifically agreed herein, in writing, The Studio has sole and exclusive rights to hold all negative materials and/or digital images and make additional reproductions for client. The Studio has sole and exclusive ownership of copyright for all or any part of this Order. All images, film or digital, remain the property of The Studio unless purchased or included herein. All images, film or digital, will be kept for three (3) months from date of receipt of final order by client, per this contract. It is the client's responsibility to insure that their order is completed to their

satisfaction prior to that date. It is client's responsibility to purchase images, film or digital, prior to that date, if they so desire. No notice will be given prior to the disposal of images, film or digital.

## STUDIO'S USE OF PHOTOGRAPHS

Unless otherwise specifically agreed herein, The Studio has the right to use any images, film or digital, for this order and reproductions there-from for the purpose of creating samples, displaying samples of The Studio's photographic work, entry in photographic exhibitions and other photographic contests, editorial or art displays, general display for The Studio and advertising. The client has the permission of all invited guests and attendants to appear in or have photographs taken. No notice of the taking of any photograph is necessary to any guest at this affair. The client hereby assumes all responsibilities and will defend Studio for claims made in reference to the above, at client's expense.

## CLIENTS USE OF PHOTOGRAPHS

The Studio does hereby grant the Client reproduction rights on all copyrighted images purchased under this agreement. The Client may use these for their own self-promotion, including publishing and distributing (hardcopy and/or via Internet) said images as long as the Photographer's copyright © notice remains intact, or is otherwise attached or stated with the image. These images provided by the Studio to the Client may not be used for commercial purposes in which Client receives payment for their use.

**RESTRICTION:** The Client may not use any of the Studio's images in conjunction with any figure, nude, or adult-related activities without the written consent by the Photographer. The Client will request release in writing to the Studio. The Studio will respond to all requests in writing within 30 days from receipt of Clients request. These activities include, but are not limited to the following: Posting on adult oriented forums, bulletin boards, and/or websites; in conjunction with the solicitation for any figure, nude, or adult-related work; any published reproduction or display (electronic or hardcopy) that is in association in any way with figure, nude, or adult related images or attitudes, even if implied. Failure to observe this restriction shall be considered copyright infringement and may be dealt with according to existing copyright laws.

## LIABILITY OF STUDIO

In the event that this order can not be completed due to an act of God, strikes, or other labor disturbances, severe weather conditions of any type, riots or civil disturbances; action or regulation by any local, State or Federal governmental unit or agency, any event considered a "force majeure", sickness of the photographer or other event or act outside the control of The Studio, The Studio's liability to the client shall be limited to return of client's deposit. The client is specifically put on notice and is hereby notified and agrees that photography is not an exact science and that on certain occasions, film or other photographic material may be proven to be defective. The aforesigned hereby agrees that in the event that photographs taken prove to be defective or in the event that certain photographs don't come out, or in the event that the total order is undeliverable because of defect in materials, equipment and/or chemicals, that the liability of The Studio will be strictly limited to the return of the deposit paid pursuant to this contract. The aforesigned hereby specifically waives any claims for negligence, breach of warranty, mental harm or distress due to the failure of the photographs to be produced because of any defective materials, equipment or procedures. Failure of The Studio to take any or produce any specific photograph shall not be a reason or cause for the Client to make claim for such missing photography, as long as sufficient photographs have been taken to cover the amount of the photographic order pursuant to this contract. The Studio shall determine professional

requirements in regard to equipment and its placement, lighting, and the mechanical requirements. If restrictions are placed in this regard by the client, or outside parties such as a video person or service, church or other facility, or if there are delays caused due to client and/or family and friends being late or unavailable to be photographed per agreed times in writing, it is understood that The Studio can not be responsible for inferior results or missed photographs.

## MISCELLANEOUS

Warranties on any and all materials are the sole responsibility of the original manufacturer of these materials. No other warranties are expressed or implied otherwise. Since color dyes may change in time, photographs will not be replaced or otherwise warranted against any change in color. The Studio uses their best efforts to reasonably retouch photographs taken pursuant to this contract, but in the event there are blemished or defects due to improper backgrounds, improper clothing, clothing worn too tightly, improper fitting of suits, and/or the closing of eyes by various parties, these are matters beyond the control of The Studio and The Studio reserves the right in each and every instance to decide whether or not it is practical to use retouching. There will be an additional charge for special corrective work, if corrections are possible. In the event the photographers are required to be on location over four hours, facilities will be provided for refreshment and rest period at the client's expense. If not provided, the photographers reserve the right to do so off the location for up to ½ hour break. (This break time is not billed to Client) Travel and labor expenses will be added for events outside our normal coverage area (50 miles round trip). Additional charges for travel may be added depending on current gasoline prices, or other circumstances beyond our control. Reprint orders are due at our lab by client no later than 30 days from receipt of originals to ensure an approximate due date of eight (8) weeks. Orders received after the 30 days will take up to six (6) months longer, especially during peak seasonal periods. If client requests overtime, additional originals become part of the contract at our current rate per this contract, without additional written authorization. **It is the client's responsibility to maintain current phone number and address information with Studio.** Reprint orders, per this contract, must be placed within one (1) year of affair date. All files will be destroyed after this date and no additional orders possible. No refunds will be given for unused photography orders. It is the Client's responsibility to place contract and/or additional orders timely. Reprint orders placed over 60 days from receipt of originals are subject to additional charges, as needed. All contract labor time is continuous from start time unless otherwise specified in writing. Studio shall not be responsible for orders not claimed by Client 30 days after the date of completion. All provisions of this contract shall be binding and in full force and effect as to any subsequent orders for additional photographs or services. Shipping or mailing of any photographs outside the continental United States at the client's request, will be done so at the client's own risk and additional fees must be prepaid. The Studio will not be responsible for delays, loss, or damages incurred while in transit of any part of this contract. In the event that this order cannot be completed due to any cause not described in any section of this contract, the Studio's liability to client shall be limited to the refund of deposits received as set forth herein. The Studio is hereby retained as the sole and exclusive photographer at this affair. Only terms written herein are binding upon either party. **No verbal statement will be accepted as a part of this contract.** This contract is binding upon all parties successors, and may only be altered in writing. All signed wedding agreements require a 50% deposit. The remaining balance is subject to the terms and conditions described within.



The Client and Z-Kal Imagery have read this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Client \_\_\_\_\_ Date \_\_\_\_\_

Photographer \_\_\_\_\_ Date \_\_\_\_\_

**Estimated Delivery of Preview Website**..... Date \_\_\_\_\_