



## Photography Contract

Event Date \_\_\_\_\_ ID# (For Office Use Only) \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Primary Address \_\_\_\_\_

Primary Phone# \_\_\_\_\_

Email Address \_\_\_\_\_

Event Location \_\_\_\_\_

Event Time & Special Instructions \_\_\_\_\_

DJ/ Band (Circle One) \_\_\_\_\_

Videographer \_\_\_\_\_

Type of Event \_\_\_\_\_

Referred By \_\_\_\_\_

Deposit (25%) \_\_\_\_\_

Check# \_\_\_\_\_ Date \_\_\_\_\_

Total cost of service \_\_\_\_\_ Amount due after deposit \_\_\_\_\_

1. It is understood that Focalbox is the exclusive Photographer retained by the client to cover each event. Any conflicts with other photographic and/or video coverage contracts and any notifications necessary to avoid such conflicts are the sole responsibility of the client.
2. Client assumes all responsibilities for obtaining any necessary permission, clearance permits, etc., which may be required for Focalbox to photograph each event, public or private. Client assumes all responsibility for obtaining and retaining permission for access to any requested camera positions and is solely responsible for the quality of the final production resulting from the use of, or inability to use, such camera positions. The client warrants that he/she has the legal rights to anything Focalbox will photograph, including video, musical recordings, or any other materials delivered to Focalbox for inclusion in the clients photographs or DVD. The Client agrees to indemnify and hold Focalbox harmless for any loss, damage, or liability for infringement of any rights arising from the use or sale of tapes the client hires Focalbox to produce, edit, or duplicate.
3. Focalbox reserves the right to use photographs for display, publication or other purposes. All photograph masters and raw photographs remain the exclusive property of Focalbox.
4. The client reserves the right to terminate the contract for any reason at any time up to the date of the event. Should the client terminate the contract, all money paid less the retainer will be refunded.
5. The client has critically viewed samples of Focalbox's photography work and hereby grants full editorial and production control to Focalbox regarding all aspects of the production and post-production services for the event. In the event a particular segment of the event is either not recorded, partially recorded, or not a part of the edited master tape, it is at the sole discretion of Focalbox as the exclusive producer of the event photography.
6. All personal property provided by client to Focalbox for utilization in the post-production of their photographs is received by Focalbox at the complete and total risk of the client. Focalbox will make every effort to insure the safekeeping of a client's personal property while in its possession and return same to client upon delivery of the edited master copy tape.
7. If Focalbox fails to comply with the terms of this agreement due to any event or at beyond the control of Focalbox, including but not limited to illness, accident, labor disputes, acts of God and other catastrophes, or uncontrollable and unforeseeable equipment failure, Focalbox's liability is limited only to a refund of all monies received.
8. Focalbox produces DVDs using the most compatible media for set top players (DVD-R). Focalbox is not responsible for incompatibility with the DVDs created and the client's player.

***1/we have read and agree to the terms and conditions printed on this contract.***

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

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