

1. Retainer and Payment. A non-refundable Retainer of half of the Agreement price shall be paid to the Photographer by the Client to perform the services specified herein *30 calendar days* before the Assignment's scheduled date. The Retainer shall only be refunded as specified in *paragraph 2 and 3*. At such time the Photographer has completed the Assignment, the Photographer shall send proof copies of the media as an appropriate medium for the Client to choose quantities and sizes of reproduction in print or other media specified herein. Client shall make choices and notify the Photographer within *fourteen (14) calendar days* upon receiving proof copies. Photographer shall notify the Client within 30 days of Client having made the choices for delivery of the media. Client shall pay the Photographer the balance due by the reduction of the retainer from the total cost within *21 calendar days*. If Client refuses to pay balance in full within *21 calendar days*, the Client shall be in default hereunder and shall pay (*ENTER PERCENT # HERE*) percent interest on the unpaid balance until balance is paid in full. Media produced from the course of this assignment shall not be passed to the Client until payment of the Agreement balance has been paid in full, any interest accrued, and/or late fees.

2. Cancellation. The Client may cancel this Agreement without penalty, *thirty (30)* or more calendar days before the scheduled Assignment date and the Photographer will refund the retainer fee in full. If Client cancels this agreement within *thirty (30)* calendar days of scheduled Assignment date and if the Photographer does not obtain another Assignment for that date, liquidated damages shall be charged in a reasonable amount not to exceed the Retainer.

3. Force Majeure. Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control. Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of Force Majeure; such notice to contain details of the circumstances giving rise to it. In such event of Force Majeure the Photographer will refund Client's Retainer in full. Causes deemed to be beyond control shall include:

- .1 Death or serious injury of illness of a close family member.
- .2 Injury to or illness of the Photographer personally.
- .3 Acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disasters).

4. Photographer's Obligations. Photographer agrees to devote his full time, attention, and abilities for the duration of the Assignment. Photographer may substitute another photographer in the event of Photographer's illness or of scheduling conflicts. With the event of a substitution, the Photographer warrants the substituted photographer is a professional.

5. Client's Obligations. Client is obtaining media from Photographer for personal use only and shall not reproduce, sell, or authorize other parties to reproduce the media. Written permission shall be required by Client from Photographer to reproduce any of Client's media that is not directly reproduced from Photographer. In such event Photographer gives permission, Client is required to give credit on or near reproduced media to Photographer. Client shall pay Photographer balance due for services requested

herein as specified in *paragraph 1*. Client may not use or have access to any media in any medium in respect of which payment has not been made to Photographer.

6. Copyright. Photographer shall own the copyright to the media in any medium produced from this Assignment and shall have the exclusive rights to all media unless specified herein. Photographer reserves the right to reproduce the media for Photographer's portfolio, marketing, samples, entry into photographic contests, art exhibitions, editorial use, or for display in and outside of Photographer's studio.

7. Inherent Qualities. Photographer assumes no liability and is released from any color dyes and/or inks in Client's media that may fade or discolor over time.

8. Governing Law. This Agreement shall be construed in accordance with the laws of *(ENTER STATE HERE)* of the United States of America. Client consents to the jurisdiction of the courts of *(ENTER LOCAL COURTS HERE)*.

9. Addresses. All notices, demands, payments, and statements shall be sent to the Photographer at the following address *(FILL IN ADDRESS HERE)*. and to the Client at *(FILL IN ADDRESS HERE)*.

10. Modifications in Writing. This Agreement constitutes the entire Agreement between the parties hereto and shall not be modified, amended, or changed except by a written Agreement signed by both parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

PHOTOGRAPHER

CLIENT