



Brent Clair AHIT Photography 760.954.9780 17600 Landis Dr Victorville Ca www.ahitgraphics.com

Contract and Terms

Client / Wedding / Photo Shoot Info

Client Name
 Client Address
 Client Phone / Email
 Wedding Date / Start Time
 Wedding Location
 Reception Location

Packages Prices and Add-ons

Package Selected:

Option Platinum, Gold, Silver, Bronze

What your Contract includes:

10x13		
8x10		
5x7		
4x4		
Others		

CD Of image	quality	
Photo Book	pages	
Pages of Book	quantity	
Studio Shoot	time	
Canvas Print	size	

Photography time		
Engagement Photo		
Additional Cd		
Save the Date		
Banner		

Extra		
Extra		
Extra		
Extra		
Extra		

See Price List for Prices of Products and Extras. We are always adding new creative ways to produce your prints ask us about these new techniques and advancements.

Sub Total	
Tax	
Total	

By signing this Contract, I (herein referred to as the Client) hereby acknowledge that the information on Pages 1 of this Contract are correct. I have read, understood, and agree to the Terms & Conditions specified Pages 2 through 4 of this Contract, and agree to pay Brent Clair, otherwise known as AHIT Graphics (herein referred to as the Photographer) the Total amount specified on Page 1 of this Contract.

PRINT

sign

Client _____

Client _____

Photographer _____

Terms and Conditions

I. MODIFICATION: This written and signed contract constitutes the sole and exclusive agreement between the parties regarding the services and products to be provided by the Photographer in connection with the wedding. It is intended by each party to constitute the final written memorandum or all of their agreements and understanding in this transaction. No covenants, warranties, and/or representations, expressed or implied, and no promises or prior agreements whatsoever have been made, agreed to, or entered into by the parties hereto which are not expressly set forth above. If either party to this contract has attempted to make such covenants, warranties, and/or representations, promises, or prior agreements, they are each superceded hereby and waived. Any waivers, terminations, amendments or modification of, or additions to this contract must be in writing and signed by the party against which the enforcement of such writing is sought.

II. MODEL RELEASE: The Client hereby assigns and grants the Photographer and his legal representatives the irrevocable and unrestricted right to use and publish photographs of the Client or in which the Client may be included for editorial, trade, advertising, or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases the Photographer and his legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that the Photographer may display and use the photographs taken for advertising, display, website and Internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by the Photographer. The Client signing this contract warrants that he/she has actual authority to allow the Photographer to the use of the likeness of all persons included in the images in this manner, and shall indemnify and defend the Photographer in the event of litigation arising out of such use. Your Photos will not be resold or used for profit except to benefit the growth of this photographer.

III. RESERVATION/ COMPENSATION: As compensation for the services that the Photographer is to provide pursuant to this Contract, Client shall pay Photographer a deposit of 30% of the TOTAL AMOUNT DUE on Page 1 upon the signing of this Contract. Photographer must be paid up to 50%, two (2) weeks prior to the date of the wedding, at the very latest. Once the deposit has been received, the Photographer shall then reserve the time and date specified, and shall not make other reservations that have the potential to conflict with the event. If the Client fails to pay the Photographer in full, two (2) weeks prior to the wedding date specified in Page 1 of the Contract, the Client risks forfeit of the requested date and time, and the Photographer may then void this contract at any time. Payments must be made either by cash or check (written out to AHIT). Final payment will be due upon delivery of photos. No photos will be given or CD transaction until final payment. An online gallery will be present to proof photos.

IV. RESCHEDULING/ CANCELLATION: If, for any reason, the date of the wedding is rescheduled, and the new date and/or time conflict with the Photographer's existing schedule, the Photographer reserves the right to terminate this contract. In the event of cancellation, the Client shall be responsible for payment of any materials/ charges incurred up to time of cancellation, but will also receive a full-refund for any items or services the Photographer has

not delivered or started work on, minus the 30% deposit for booking the date.

V. EXCLUSIVITY: The Photographer shall be the only photography service provider retained by the Client for the entire wedding. Other attendees shall be permitted to photograph the event for non-commercial purposes, provided that such person or persons do not interfere with Photographer's duties. If, in the opinion of the Photographer, such person or persons are inhibiting the Photographer from performing his duties to the Client, that person shall be required to cease all actions that inhibit the Photographer. The Client acknowledges that they are responsible for notifying all of their guests that guest photography is permitted during the event insofar as it does not interfere with the Photographer's own duties during the wedding.

VI. PRICING: The charges in the contract are based on the Photographer's standard price list. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

VII. HOUSE RULES: The Client understands that the Photographer is limited by the guidelines of the ceremony officiant or the reception site management. The Client agrees to accept the technical results of their imposition the Photographer. Negotiation with the officials for modification of those guidelines is ultimately the Client's responsibility; the Photographer will offer technical recommendations only.

VIII. ALBUMS: All photos included in any albums purchased by the Client are retouched as needed. It is highly recommended that the Client lets the Photographer choose which photos are to be included in the album. However, if Client decides to choose, album production cannot begin until Client has made a final decision on which photos s/he wants. If the Client wishes to go above the maximum photo limit on the album, each additional page will cost \$5.50 and be billed in pages of two.

IX. EVENT GUIDE/ ITINERARY: The Client will be responsible for designating an Event Guide and also providing the Photographer with a wedding Itinerary. The role of the Event Guide is to identify people/ objects of whom/ which specific photographs are desired, as well as to make certain that these subjects are available when needed. It is recommended the Client develop a list of desired poses, locations, and subjects (family and friends) and share this with the Event Guide well before the wedding. The Photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s), nor is the Photographer responsible for another other images that may be missed due to details not revealed in the wedding Itinerary, which should specify all details of what will take place during the ceremony/ reception, and what time they take place. Please fill out the pose guide that you will receive and have a family member help in identifying these people.

X. INHERENT QUALITIES: Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of the dyes, and Client releases the Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

XI. COMPLETION SCHEDULE/ DELIVERY: The Photographer will upload the photos taken at the wedding onto a private, password-protected online gallery for the Client, two weeks after the wedding date, at the very latest. The Client understands that the completion and delivery of any items purchased in the Extras section on Page 2 of the Contract depends heavily on how long it takes for the Client to choose the photos that will be included in those items. The Photographer shall make every effort to complete the product and have it delivered to the Client anywhere between four (4) to ten (10) weeks of the Client's final decision, but the Client understands that this is heavily contingent upon a multitude of factors, including, but not limited to: how much editing is needed on selected photos, turnaround times from photo labs, the Photographer's schedule with other clients, how much control the Client allows the Photographer to have in choosing the images that will be included in the finished product, how prompt the correspondence is between the Photographer and Client after the wedding, etc.

XII. DIGITAL IMAGE CDs/ DVDs: Photos included on CDs or DVDs are the same price as Personal Use Downloads on the Client's online proof gallery. If Client purchases digital image CDs or DVDs, Client agrees that all images included on the CD are subject to the terms of the Personal Use License specified on the Client's online proof gallery/ Section XII under Terms & Conditions on Page 4 of this Contract.

XIII. COPYRIGHT: The photographs, digital negatives, or prints produced by the Photographer are protected by U.S Copyright Law (all rights reserved) and may not be reproduced in any manner without the Photographer's explicit written permission. Upon final payment by the Client, the photographer grants the Client a non-exclusive perpetual personal-use license to download and copy the accompanying image, subject to the following restrictions:

- This license is for personal use only. Personal use means non-commercial use of the image(s) for display on personal websites and computers, or making prints for personal use. The image(s) may not be used in any way whatsoever in which you charge money, collect fees, or receive any form of remuneration. The image(s) may not be used in advertising. The image(s) may not be resold, relicensed, or sub-licensed.
- Images may be used on personal web sites as long as a copyright notice appears near or on the images stating that they were taken by the Brent Clair or AHIT Photography (the Photographer), as well as a link to <http://ahitphotography.com> / OR the Photographer's email address: bclair@charter.net
- The Photographer will not be liable for any third party claims or incidental, consequential or other damages arising out of this license or buyer's use of the image(s).
- Title and ownership, and all rights now and in the future, of and for the image(s) remain exclusively with the photographer.
 - There are no warranties, express or implied. The image(s) are provided 'as is.'

XIV. DISSOLUTION OF MARRIAGE: In the event of a dissolution of marriage after the wedding date, be it due to a divorce, annulment, death of either the bride or groom, or any other reason, no payments that have already been made to the Photographer will be refunded to the Client, regardless of when or how soon it occurs after the wedding.

XV. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full effect.

XVI. LIMIT OF LIABILITY: The Photographer warrants and declares that every effort will be made to provide high quality photographic services. In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. The Photographer will make every effort to secure a replacement photographer who is able and/ or willing to provide a similar package as chosen in this contract at the same/ similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. In the unlikely event of the Client's photographs being lost, stolen, or destroyed for reasons within or beyond the Photographer's control, the Photographer's liability shall not exceed the contract price stated herein. 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 performance of this contract on behalf of the Photographer shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/ or any other conditions beyond the Photographer's control.

XVII. LEGAL MATTERS: The validity and interpretation of this contract shall be construed in accordance with the laws of the State of California. Any court action to enforce this contract or relating to or arising out of this contract or the services of Photographer shall be brought in a court of competent jurisdiction in the County of San Bernardino, State of California. In any action, arbitration, or other judicial, quasi-judicial, or extra-judicial proceeding related to any dispute arising from this contract, each party to this agreement shall bear their own attorney's fees. In case any provision of this contract shall be invalid, illegal, or unenforceable, such provision shall be severable from the remainder of this contract and the validity, legality, and enforceability of the remaining contract shall be binding upon and inure the benefit of the parties hereto and their respective heirs, beneficiaries, successors, and assignees.