



Special EvenZ Photography
Winterville, NC 28590

INFORMATION AND AGREEMENT FORM

Name _____ Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____ Business Phone _____

E-Mail _____

Date of Event _____ Time _____ Day of Event _____

Location _____

Directions to Location _____

Photographer to Start at _____ Depart at _____ Total Hours _____

PAYMENT SCHEDULE

Total Hours _____ (**x**) **Rate** _____ (**=**) **Balance Due** _____

Reservation Fee _____ (**50 % of Total**)

Balance Due _____

Additional time charged at the hourly rate of _____ **per hour**



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1. This is an agreement between the undersigned, hereinafter referred to as "Customer," and Special EvenZ Photography, hereinafter referred to as "Studio."
2. Customer agrees to meet with the photographer seven (7) days or less prior to the event to provide address and directions to all event locations, special photo requests, and time of event events.
3. It is understood that Studio is the exclusive official photographer, and others taking photographs will be permitted only at the discretion of Studio.
4. Finished products will not be delivered until the balance is paid in full.
5. Should the Customer cancel the Studio's services for the event date specified in the Agreement, the customer realizes that it could result in damages to the Studio. Since it is impossible to ascertain the extent of these damages at this time, it is agreed that the retainer paid to the Studio will not be refunded. These monies will be considered as liquidated damages to compensate the Studio for loss of income, rather than as a penalty.
6. Studio takes the utmost care with respect to the quality and delivery of the finished products; however, in the event the Studio fails to comply with the terms of the Agreement, for any reason, the Studio's liability is limited to refund of all monies paid by Customer.
7. In the unlikely event that the photographer is injured or becomes too ill to photograph the event, Special EvenZ Photography will make every effort to secure another photographer of the same caliber. If Photographer cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer's illness or injury, then Studio will return all fees to the Customer(s) but shall have no further liability with respect to this Agreement. Customer(s) agree that an entire event cannot be replicated, reenacted or repeated for the purpose of a re shoot and limits Studio's liability to the amount paid under this contract.



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8. Event pictures are taken with available background. Photographers are prohibited from moving objects or performing any cosmetic duties. Performance of these functions is solely the responsibility of the customer.

9. Please make check payable to "Tracy B. Cash".

EXHIBITION: CUSTOMER grants Special EvenZ Photography permission to display selected images resulting from this assignment as an example of Special Evenz's Photography work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

MODEL RELEASE. The CUSTOMER hereby grants to Special Evenz Photography and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish all photographs of the CUSTOMER or in which the CUSTOMER may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CUSTOMER hereby releases Special Evenz Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Special Evenz Photography recommends that CUSTOMER designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the event that they wish to have photographed. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. Special Evenz Photography is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Special Evenz Photography.

I have read and understand the above conditions and agree to the terms of the agreement completely by my signature below.

Signed: _____ Studio: _____

Name: _____ Date: _____

Date: _____