

TRINITY WENDT PHOTOGRAPHY
CONTRACT FOR PHOTOGRAPHY SERVICES

This Agreement, dated _____, is by and between (name) _____, (address) _____, (“Customer”), and Trinity Wendt Photography, 3679 Sperone Dr. Canfield, OH 44406 (“Photographer”):

1. Appointment of Trinity Wendt Photography

1. By this agreement, Customer appoints Photographer as his/her photographer for the photography session scheduled to be held on [/ /]. Photographer is retained as the sole and exclusive photographer to perform the photographic services requested herein. No other photographer will be allowed to photograph or take pictures while Photographer is working. A second photographer may be provided by Photographer if Photographer considers it is necessary and after disclosure of any additional costs and written agreement by Customer. Guests, family, and friends of the Customer shall be permitted to photograph **using mobile phones only** so long as they shall not interfere with the Photographer’s performance of her services.
2. Deliverable items and photographs are contingent upon the Customer cooperating with Photographer. Photographer is not liable if the Customer’s actions lead to a compromise of what has been agreed upon. Photographer shall not be responsible for photographs not taken as a result of the Customer’s failure to provide reasonable assistance or cooperation.

2. Location and Time of Photography Session

- 2.1 The photography session will be conducted at [description of location(s)]. The photography session is to commence at [:] on the date indicated and to end at [:]. Customer agrees to pay Photographer an extra charge of \$150.00 per hour for any time spent photographing after the end of the photography session as scheduled.
- 2.2 Customer agrees that he/she will be dressed in his/her first outfit and will arrive at the chosen photography session location no later than 15 minutes prior to the time the photography session is set to commence. If Customer is late, time will be charged against Customer’s session and/or pursuant to paragraph 2.1, above. Pictures with friends or family are not permitted unless it has been discussed previously with the approval of Photographer and any appropriate fees have been paid.

3. Fees and Payment for Photography Services

- 3.1 The total estimated cost of Photographer's services as of the date of the execution of this Agreement is \$[REDACTED]. This estimated cost is based upon the services selected by Customer on the attached Schedule of Services which is incorporated and made part of this Agreement.
- 3.2 A ***Non-refundable Deposit Fee*** equal to 50% of the total estimated cost of Photographer's services is required to be paid by the Customer at the ***signing of this Agreement. Until the full Deposit Fee is paid by the Customer, Photographer is under no obligation to and will not provide any services or products under this Agreement.*** The Deposit Fee *will be applied to the total cost of the services provided when final payment from Customer is due.*
- 3.3 If Customer wishes to add any photographs or services after the date of the execution of this Agreement but prior to the photography session, Customer agrees to pay an additional Deposit Fee equal to 50% of the total cost of these additional photographs or services at the time the additional photographs and services are selected by Customer.
- 3.4 Customer shall ***reimburse Photographer for all necessary expenses*** incurred by Photographer in the execution of this Agreement (unless otherwise specified), ***including, but not limited to, travel, meals, parking, fuel, photography material, and other reasonable costs necessary to the performance of these services.***
- 3.5 Customer shall pay Photographer the balance of ***total cost of services on the day of the photography session.*** If Customer fails to make said payment at this time, Customer ***will not receive any digital prints,*** nor will an order for prints be placed until full payment of the total cost for Photographer's services is made.
- 3.6 Cash, online payment (***PayPal, CashApp, ApplePay, Venmo, Zelle***) or ***personal checks*** are accepted forms of payment. Returned checks are subject to a \$35 charge. Customer may not downsize to a smaller package after Customer has paid the deposit for that package. However, Customer may upgrade to a larger package at any time pursuant to the conditions under paragraphs 3.3, above or 3.7, below.
- 3.7 If Customer wishes to add any photographs or services after the date of the photography session has ended, Customer agrees to pay the total cost of these additional photographs or services pursuant to the Schedule of Services at the time the additional photographs or services are requested by Customer.
- 3.8 Should Customer fail to pay for and accept delivery of Customer's photographs later than the 30th day after being advised by Photographer that Customer's photographs are completed, ***Customer agrees to pay monthly interest on the unpaid balance due at the highest rate allowable under applicable law until the entire balance is paid in full.*** Customer further agrees that it will be liable to

Photographer for any collection costs incurred by Photographer in attempting to collect on the unpaid balance due, including, but not limited to, court costs, attorney's fees and incidental costs.

- 3.9 ***If the 50% deposit fee is not paid at the execution of this Agreement, it is understood that the total cost of service fees becomes the non-refundable deposit as the total cost.*** There is no guarantee time and date will be saved without.

4. **Photographic Proofs and Previews**

- 4.1 Customer agrees that unedited photos ***will not be shared for any reason.*** Unedited photos will not be sent to Customer. Only Customer's retouched photos will be released. **All outtakes and unedited photos are the property of Photographer and are not to be shared, distributed or posted under any circumstances.**
- 4.2 If Customer is unsatisfied with their finished photos, they may be ***permitted to have a reshoot for 50% off.***

5. **Changes/Cancellation of Services**

- 5.1 In the event that the terms of this agreement cannot be completed due to Act of God, strikes or other labor disturbances, severe weather conditions of any type, riots or civil disturbances, action or requisition by any local, state or federal governmental unit or agency, any event considered a force majeure, or any other event or act outside the control of Photographer, ***the shoot is permitted to be rescheduled.***
- 5.2 Customer is permitted to switch the day or time of the photography session because of weather or personal reasons, so long as no other photography sessions are scheduled for that day and time and the proposed new photography session otherwise complies with the schedule of Photographer. If a change due to weather or personal reasons of Customer, Customer must notify Photographer ***in writing at least three days before the scheduled day of the photography session*** of the requested change, if possible. Photographer understands that three-day notice is not always possible given unexpectant weather events or personal reasons and will make commercially reasonable efforts to honor Customer's request to timely reschedule Customer's photography session. If the photography session can be timely rescheduled, Customer's deposit is transferred to the rescheduled photoshoot and a second deposit is not required. If it takes longer than two weeks to reschedule a shoot, a second deposit must be paid along with the rest of the total package.

- 5.2 In the event that the terms of this agreement cannot be completed due to any cause not described above, **Photographer is not responsible for any refunds as the deposit fee is non-refundable.**
- 5.3 If Customer would like to purchase additional photos and/or associated services, Customer must buy each pose and service separate from the package(s) and service(s) chosen at the execution of this Agreement. The fee identified on the Schedule of Services for each additional photograph and/or associated service must be paid first by Customer before Photographer commences to perform said services.

6. **Ownership Interest and Use of Prints and Photographs**

- 6.1 Unless otherwise specifically agreed to by Customer and Photographer, Photographer has the sole and exclusive right to hold all negative materials and electronic digital images and make additional reproductions for Customer.
- 6.2 Unless otherwise specifically agreed to by Customer and Photographer, **Photographer has the sole and exclusive right to apply for copyright protection for all or any part of the photographs resulting from the services rendered by this Agreement.**
- 6.3 Unless otherwise specifically agreed to by Customer and Photographer, Photographer has the right to use the images taken under this Agreement for purposes of creating and displaying samples of Photographer's work, entry in photographic exhibitions, and other photographic contests, editorial, or art displays and general display for Photographer. **Photographer has full rights to post or share any photographs on social media and a website unless otherwise it is specifically stated that Customer does not want them shared upon the signing of this agreement.**
- 6.4 Customer represents and warrants he/she is obtaining prints and photographs for personal use only and will not sell said prints and photographs. Customer is not permitted to give prints or photographs to vendors having vendor's products or setups photographed in order to use for advertising or promotion. No commercial use is granted by the issuance of print or photographs.
- 6.5 Photographs that are taken by Photographer if shared on social media or other public forum, whether electronically based or not, must tag or otherwise conspicuously identify "Trinity Wendt Photography" as the photographer. **Such photographs are not allowed to have colors, filters, extra edits, or black and white filters applied to them. Words or text are permitted to be placed over images.**
- 6.6 All photographic prints must be ordered through Trinity Wendt Photography unless a \$50 fee is paid to have a release form.

7. WAIVER AND INDEMNIFICATION

7.1 CUSTOMER AND HIS/HER AGENT’S, FAMILY MEMBERS, REPRESENTATIVES AND ASSIGNEES, IF ANY, SHALL INDEMNIFY, AND HOLD HARMLESS, PHOTOGRAPHER FROM ANY AND ALL CLAIMS FOR DAMAGES, WHETHER PERSONAL OR PROPERTY IN NATURE, ARISING OUT OF THE PERFORMANCE OF ANY OF THE SERVICES CONTEMPLATED BY THIS AGREEMENT WITH THE EXCEPTION OF INTENTIONAL OR ILLEGAL ACTS OR DAMAGES BASED ON THE SOLE NEGLIGENCE OF PHOTOGRAPHER.

7.2 Photographer is not responsible for any missing, damaged or altered clothing or other material belonging to Customer. Please be aware that for some photographs Customer may or may not get dirty. It is ultimately Customer’s responsibility to make sure Customer’s clothes, makeup, hair, and overall appearance are the way Customer wants for the photographs. Photographer is not responsible for any styling, makeup issues, hair problems or any other factors in the photography session other than the directing and photography of Customer. Photographer is also not responsible for outfits the client forgets to bring if it is included in their photography package.

8. Photograph Pick Up, Finalization and Re-Ordering

8.1 It is the responsibility of Customer to pick up any USB flash drives in a timely manner. Pick up time must be scheduled with Photographer. Customer will be contacted and made aware when photographs are ready, but it is Customer’s responsibility to check your email or text messages for final photographs.

8.2 Customer may reorder more photographs from his/her session by purchasing his/her digital files. To keep organized and conserve space, Customer photos may be deleted or unavailable 30 days after Customer’s photography session has concluded. Customer waives any and all claims against Photographer for the unavailability of such photographs, even if Customer must replace them at his/her own cost.

9. Miscellaneous Clauses

9.1 Assignment: This Agreement cannot be assigned by either party except on the written consent of the party not seeking the assignment.

9.2 Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns.

9.3 Merger: This Agreement contains the entire understanding between the parties and supersedes any prior understandings and/or written or oral agreements among

them respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter hereof that are not fully expressed herein.

9.4 Breaks and Meals: For any photography session that is scheduled or requires 6 or more hours to complete, Photographer reserves the right to take a rest break after each third hour of the photography session to last no longer than 45 minutes.

9.5 Choice of Law and Venue: This Agreement shall be governed by the laws of the State of Ohio, without regard to the conflicts of laws or principles thereof. With respect to any litigation based on, arising out of, or in connection with this Agreement, the parties expressly submit to the personal jurisdiction of the court with subject-matter jurisdiction in the State of Ohio in the County of Mahoning, and the parties hereby expressly waive, to the fullest extent permitted by law, any objection that they may now or hereafter have, to the laying of venue of any such litigation brought in any such court referred to above, including without limitation any claim that any such litigation has been brought in an inconvenient forum.

Executed on this the _____ day of _____, 20_____.

By: _____
Printed Customer Name

By: _____
Customer or Parent/Guardian Signature
(Parent/guardian signature if minor)

By: _____
Trinity Wendt
Trinity Wendt Photography

TRINITY WENDT PHOTOGRAPHY
SCHEDULE OF SERVICES

<u>SERVICE</u>	<u>DESCRIPTION OF SERVICE</u>	<u>FEE</u>	<u>CUSTOMER CHARGE</u>
mini	1 location, 1 outfit, 10-25 pictures	\$150	
basic	2 locations, 3 outfits, 35-75 pictures	\$300	
gold	4 locations, 7 outfits, 70-100+ pictures	\$500	
couples/ groups	1 location, 1 outfit, 35-75 pictures	\$200	
engagement	2 locations, 3 outfits, 50-100+ pictures	\$350	
family	one location, one outfit, 35-100 pictures	\$300	
events	\$150 an hour every hour on the hour.	\$150/h	
skin retouch	10 client selected photos	\$50	
Head Shots and Retouching	retouched headshot, or extra photoshop upon request	\$45/ photo	
Etc...	hair and make up- \$50 usb flashdrive- \$15 smoke bombs- 2/\$15 or 4/\$25 10/ \$60 RELEASE FORM- \$50		
disc.	special offer.	-	
TOTAL ESTIMATED CUSTOMER CHARGE + TAX			