



Uptown Downtown

PHOTO • VIDEO • & MORE





CONTRACT FOR PHOTOGRAPHY SERVICES

This Photography Contract (the "Contract") is made effective on this date of the Effective Date (the "Effective Date"), by and between the Clients (the "Client(s)") and Uptown Downtown Photography (the "Photographer") of address, 51 E. Jefferson Street #2095 ORLANDO, FL 32802-2095 to provide the services fully described below at the Venue (the "Venue") on this date of the Event Date (the "Event Date") (collectively, the "Event").

EFFECTIVE DATE: _____ EVENT DATE: _____

THE VENUE.

Venue Name: _____

Venue Address: _____

Contact Person: _____

Phone: _____ Email: _____

CLIENT.

Name (1): _____

Address: _____

Phone: _____ Email: _____

Name (2): _____

Address: _____

Phone: _____ Email: _____

ADDITIONAL CONTACT.

Name: _____

Cell/Mobile Number: _____

Relationship: _____



PACKAGES

Photo Booth Studio, \$299.99

Our mobile Photo Booth Studio is perfect for events with limited space and if you are looking for something more efficient. Our Photo Booth Studio can fit as many as 6 guests in a completely open space. This photo booth was designed with openness, portability, and efficiency in mind.

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Open Air Photo Booth, \$399.99

With our Open Air Photo Booth can fit as many as 8 guests! There's no fixed space to crawl into & no walls obscuring the fun. Best of all, with a touch screen display enclosed in a fun, cute and classy booth, it will be the perfect touch to your party. It's a much more fun and dynamic way to get your picture taken, and it makes the booth an interactive destination for the whole party.

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ALL PACKAGES INCLUDE:

- Unlimited photos up to three (3) hours. Allow one and a half (1.5) hours of setup & breakdown
- FREE props: mustaches, top hats, trendy phrases & more.
- FREE delivery up to fifty (50) miles of Orlando, 32810.
- Custom text or logo on your 2" x 6" print template.
- Your choice of background: white, rustic, silver or green screen.
- Social Media share and email
- High Resolution Nikon DSLR Camera
- Professional Dye Sub Printer with Lab Quality Prints
- Professional Flash for Great Lighting
- Choice of Color or Black and White Photos
- At least one (1) professional & friendly on-site attendant.
- Assurance of coverage up to \$150,000 in General Liability Insurance.

One (1) additional Photo Booth hour, \$99.99 per hour

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PRE-EVENT CONSULTATION. This normally happens at the time of booking. The Clients will outline broadly what is required and the Photographer will advise on planning, logistics and timings where needed. If required the Clients are welcome to pop in for an additional chat closer to the time of the Event (about two (2) weeks) to clarify the remaining details. In any case the Photographer will contact you by phone a few days before the Event to ensure that there have been no last minute changes.

COOPERATION. The Clients and the Photographer consent to happily cooperating and communicating with each other to achieve the best possible result within the understanding of this contract. We recommend that the Photographer be provided with a helper (usually the best man) who will point out key individuals to be photographed. The Photographer may also require the assistance of the best man in organizing family groups. The Clients also agree to give the Photographer sufficient warning of key events at the Event to give the Photographer time to prepare e.g. Bouquet throwing, cutting the cake, speeches etc. Please note that not all guests at the Event like having their photo taken. In such cases the Photographer will use his discretion but cannot be held responsible for a lack of photos of these people.

EVENT SCHEDULE. The client agrees to confirm the schedule one-week prior to the Event. Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the Photographer by the Client.

PERMITS. The Client is responsible for acquiring all permits and necessary permission for all locations on which the Photographer will be performing services.

RESPONSIBILITIES. The Photographer is not responsible for compromised coverage due to causes beyond the control of the Photographer including but not limited to obtrusive guests, lateness of the Client or guests, weather conditions, schedule complications, equipment failure, incorrect addresses provided to the Photographer, rendering of decorations, or restrictions of the locations. The Photographer is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. The Photographer is not held liable for missed coverage of any part of the Events. The Photographer will not be held accountable for failure to deliver images of any individuals or any objects at the Event.

PAPARAZZI EVENT GUESTS. In the spirit of cheerful cooperation the Clients agree to give the Photographers precedence over the guests in order to take the photographs required for the Event services described above. We cannot be held liable for a lack of Event photos if guests taking their own photos of the Clients continually interrupt the Photographer's work.

MODEL RELEASE. The Clients grant the Photographer and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the Clients for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The Clients hereby release the Photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.



VENUE AND LOCATION LIMITATIONS. Note the Photographers are sometimes limited by rules imposed by registrars, ministers and venue management as to what can and cannot be done. For example some ministers insist that no flash photography is allowed, and others will insist that the Photographers shoot from a specific location. In such circumstances the Clients agree to accept the technical limitations that may be imposed on the equipment used. We advise the Clients to make themselves aware of the rules of the venue concerned and if necessary negotiate with the personnel concerned.

PENALTY FEES & CHARGES. There is a \$150.00 USD late payment fee for any payments that are not received by fourteen (14) business days before the start time of the Event.

RIGHT OF WITHDRAWAL. The Photographer's discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should the Photographer initiate the withdrawal, all fees will be returned, excluding the retainer fee as well as fair market value for all services/products already provided. In case of withdrawal, \$150.00 USD an hour is charged for all photography services already provided and \$100.00 USD an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

COPYRIGHT. The copyright of photographs remains with the Photographer. The Photographer grants the Clients permission to make copies of the images under the following conditions. The images taken by the Photographer are for personal use by the Clients and their friends and relatives. Sale, Publication or any Commercial use of the photographs is not allowed without prior written permission from the Photographer. Uptown Downtown Photography reserves the right to display any photographs made in conjunction with this Event as samples of his work for the purposes of window and showroom exhibit, advertising, promotion on the internet, publication, instruction and professional competition.

LIMIT OF LIABILITY. If a photographer is too ill or becomes injured and cannot supply the services specified above the Photographer will try to book a replacement photographer. Under normal circumstances a second photographer from the Photographer is there for the day anyway and this photographer will then shoot the day on his/her own. If both photographers are unavailable and a replacement photographer cannot be found then liability is limited to a refund of any payments received. The Photographers have working methods in place to prevent loss or damage to your images. However, there is the unlikely possibility that images may be lost, stolen or destroyed for reasons in or beyond our control. In these circumstances liability is limited to the return of fees paid for the service not including the Retainer Fee and \$150.00 USD an hour is charged for all photography services already provided and \$100.00 USD an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds the any provision of this Contract is invalid or unenforceable, but that by limiting such provision it will become valid and enforceable, then such provision will be deemed to be written, constructed, and enforced as so limited.



RESERVATION: A signed contract and retainer fee are required to reserve the dates and times of the Event. If the Event is rescheduled, postponed, or canceled; or if there is a breach of contract by the Client, the retainer fee is non-refundable and shall be liquidated damages to the Photographer. The Client shall also be responsible for payment for any of the Photographer materials charges incurred up to time of cancellation as \$150.00 USD an hour is charged for all services already provided and \$100.00 USD an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

ENTIRE AGREEMENT. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreement between the parties.

RETAINER FEE. At the time of the signing of this Contract the Client will pay a non-refundable retainer fee in the following installments.

Retainer Fee \$ _____, non-refundable and due at the signing of this Contract.

Final Payment \$ _____, due no later than Fourteen (14) business days prior to the Event.

By signing & dating, the Client(s) understand the contents of this Contract agreeing to the terms therein.

Client - Print Name

Date

Client - Signature

Date

Client - Print Name

Date

Client - Signature

Date