

ZLATKO BATISTICH

PHOTOGRAPHY

100 12th Street

Cresskill, New Jersey 07626

zlatko@zlatkobatistich.com

201-541-1166

mobile 201-755-4435

Event Date	_____	Agreement Date	_____
Client Names	_____		
Start Location	_____	Time	_____
Ceremony	_____	Time	_____
Reception	_____	Time	_____

The parties agree that Photographer will furnish the following selected coverage as itemized in this Agreement (please circle or highlight your selected coverage):

A retainer of 30% of the total is due with this Agreement. The remaining 70% is due two weeks before the Event Date. Please mail the signed Agreement and check to: Zlatko Batistich, 100 12th Street, Cresskill, NJ 07626. The retainer can also be paid by Venmo, Paypal or credit card.

PRE-WEDDING / ENGAGEMENT SESSION \$595

- 1.5-hour pre-wedding shoot / engagement session by Zlatko.
- 150+ digital Proofs delivered as a download.
- Online gallery for six months.
- Print rights for personal use.
- Travel within 75 miles.

SHORTER DAY \$2,250, Friday - Sunday

\$2,025, Monday - Thursday

- 6 hours coverage by Zlatko. Additional hours \$300 each (\$270 each M-Th)
- 600+ digital Proofs delivered as a download.
- Online gallery for six months.
- Print rights for personal use.
- Travel within 75 miles.

FULL DAY \$3,150, Friday - Sunday

\$2,835, Monday - Thursday

- 9 hours coverage by Zlatko. Additional hours \$250 each (\$225 each M-Th).
- 900+ digital Proofs delivered as a download.
- Online gallery for six months.
- Print rights for personal use.
- Travel within 75 miles.

EXTRA FULL DAY \$3,650, Friday - Sunday

\$3,285, Monday - Thursday

- 11 hours coverage by Zlatko. Additional hours \$250 each (\$225 each M-Th).
- 1,100+ digital Proofs delivered as a download.
- Online gallery for six months.
- Print rights for personal use.
- Travel within 75 miles.

REHEARSAL DINNER \$895

- 3 hours coverage by Zlatko. Additional hours \$250 each.
- 300+ digital Proofs delivered as a download.
- Online gallery for six months.
- Print rights for personal use.
- Travel within 75 miles.

SECOND PHOTOGRAPHER

(please reserve at least 2 months in advance)

- \$950 for 5 hours
- \$1,375 for 9 hours

HANDCRAFTED ALBUMS

Your choice of flush mount style or traditional matted style, with 16 leaves (= 32 sides):

12x12" Large ... \$2,080	Additional leaves for Large ... \$130/each
10x10" Medium ... \$1,680	Additional leaves for Medium ... \$105/each
8x8" Small ... \$1,280	Additional leaves for Small ... \$80/each

Shipping for all albums: within USA ... \$30 outside USA ... \$ varies

Album Options:

Slipcase ... \$225 to \$375 (varies based on size)

Gilding finish on page edges ... \$75

Mount original invitation ... \$75

Cover text ... \$0 for first two lines

Cover photo ... \$100

SALES TAX

State sales tax will be added if the Agreement includes an album to be delivered within New Jersey or New York. Sales tax is not collected if the photographs will be delivered solely by electronic download or email.

TRAVEL FEE

The travel fee is waived for locations within 75 miles of Cresskill, New Jersey 07626. For locations that are more than 75 miles away, the travel fee is \$75 per hour of roundtrip driving time, plus the cost of basic hotel accommodation and meals if needed. For destinations involving air travel, please inquire.

TERMS & CONDITIONS

This Photography Agreement ("Agreement") is entered into, and is effective as of the Agreement Date entered on page 1, by and between Zlatko Batistich, doing business as Zlatko Batistich Photography (hereinafter "Photographer"), and the person(s)

identified as the Client(s) on page 1 of this Agreement.

1. DEFINITIONS.

1.1. "Commission" refers to photography of the Event on the Event Date entered on page 1 of the Agreement and any related photographic services described on page 1 of the Agreement that Client is specifically commissioning Photographer to perform.

1.2. "Cancellation" means that Client cancels the Commission.

1.3. "Photographer" refers to Zlatko Batistich.

1.4. "Selection" and "Proofs" refer to the edited set of photographs which in the Photographer's judgment best relate the story of the Event.

1.5. "Work" means all photographic images, digital files, negatives, prints, album designs, layouts or other materials created by Photographer while performing the Commission.

1.6. "Other Photographers" refers to professional photographers other than those employed by the Photographer, and to individuals acting in a manner of a professional photographer and/or videographers taking still images.

2. PRICE PROTECTION (12 MONTHS). Photographer warrants all prices for professional services, photographs and albums in this Agreement will be in effect for a period of 12 months following the Event Date.

3. SPECIFIC IMAGES. Client will furnish Photographer with a list of any persons, groups or occurrences specifically desired to be photographed, if any, at least one week before the Event Date. Client will schedule the Event with sufficient times and intervals for such photographs to be made. All other photographs made by Photographer will be made in his professional discretion. Photographer will have complete artistic license regarding lighting, color, composition and framing. Client acknowledges that the Photographer's style is non-posed, journalistic coverage of events in real time, and that photo lists or numerous requests for posed photographs by Client or attendees diminish his ability to explore and capture naturally occurring moments. Any failure by the Photographer to deliver any specific image shall not be a breach of this Agreement, shall not result in a refund of any money paid by Client to the Photographer, and Photographer shall not provide any other remedy to Client.

4. PROOFS. Proofs are high-resolution digital photographs which in the Photographer's judgment best relate the story of the Event. Proofs are numbered in event sequence and will be available for downloading by Client in JPG format no later than 90 days after the Event Date. Proofs are adjusted for brightness, color and contrast as per the Photographer's professional discretion and artistic taste. Proofs are generally uncropped and may be composed with extra space to accommodate various print formats or cropping options in an album. Unlike albums and custom prints, Proofs are not intended as a final creative product, so Proofs are not retouched or photoshopped in any way. Proofs are not watermarked with any text or logo.

5. SOLE PROFESSIONAL PHOTOGRAPHER. Photographer shall be the sole professional photographer at the event. Client acknowledges that the presence of other photographers can adversely impact the ability of the Photographer to create the Work. Client may hire videographers to create video of the Event.

6. SPECIFIC PHOTOGRAPHER. In the unlikely event of personal illness, injury or other circumstances beyond control of Photographer which precludes the Photographer

from performing the Commission, Photographer will arrange for a substitute photographer (or photographers) of high qualification, subject to acceptance by Client prior to the Event Date. In the event that Client does not accept Photographer's substitute, Client may elect instead to terminate this Agreement and receive a full refund of all monies paid up to that point. In the event of such termination, Photographer shall not be responsible for the Commission.

7. PAYMENT SCHEDULE. Client agrees to pay the retainer and the balance as described below. Client's failure to pay the retainer and balance shall be deemed a material breach of this Agreement and shall relieve the Photographer from performing any services under this Agreement.

7.1. RETAINER. The retainer fee described on page 1 of Agreement reserves the Photographer's services on the Event Date at the location(s) described on page 1. The retainer is due and payable when Client signs this Agreement. The retainer is nonrefundable except as described in paragraph 6 above and paragraph 8 below.

7.2. BALANCE. The balance described on page 1 of the Agreement is due and payable no later than two weeks before the Event Date.

8. CANCELLATION. Client acknowledges that in the event that there is a Cancellation of the Event, the Photographer will be harmed, and that Client will notify the Photographer of a Cancellation as soon as possible in order to minimize the Photographer's damages. If there is a Cancellation, the Photographer and Client agree that the Client shall be responsible for the payment to the Photographer as liquidated damages and not as a penalty, monies paid to the date of the cancellation, which represents a compromise portion of the actual damages sustained by the Photographer due to a Cancellation. However, if the Photographer is able to contract another Commission of at least equivalent value for the canceled date, the full sum of the monies paid to the date of the cancellation will be refunded. If there is a deficiency in the value of the new booking relative to this Agreement, Photographer retains the sum of the deficiency and refunds any remaining balance of the monies paid to the date of the cancellation. Photographer warrants that in the event of a cancellation, reasonable effort will be made to secure a replacement Commission of at least equal value. However, in the event Photographer is not able to contract another Commission for the canceled date, no moneys will be refunded.

8.1. COVID-19 CANCELLATION. Notwithstanding paragraph 8 above, Client may postpone and reschedule the Event Date for up to two years if necessitated by COVID-19 or similar virus restrictions, or due to becoming ill with COVID-19 or a similar virus. If Photographer is available for Client's rescheduled Event Date, the Retainer will be applied to reserve Photographer's services on the rescheduled Event Date. If Photographer is not available for Client's rescheduled Event Date, then the Agreement will be cancelled and Photographer will refund the Retainer to Client.

9. LIMITATION OF LIABILITY. While every reasonable effort will be made to produce and deliver outstanding photographs of the Event, Photographer's entire liability to Client for any claim, loss, damage or injury arising under or relating to this Agreement or Photographer's performance hereunder, including the negligence of Photographer, is limited to a refund to Client of the amount paid for his services.

10. ORDERING ALBUMS (24 MONTHS). Orders for albums, whether included in, or in addition to, coverage contents defined herein shall be submitted within 24 months following the Event Date. As part of his service, Photographer will design the layout of albums including designation of photograph sizes and page placement, based on the Client's selection of favorite photographs and subject to final layout approval. Delivery is generally made within nine months following receipt of the complete album order.

11. CLIENT COOPERATION AND UNDELIVERED WORK. In the event that the Photographer is unable to deliver a portion of the Work or related items required under this Agreement due to a failure of the Client to cooperate or to provide necessary orders or approvals to the Photographer, then the Photographer shall not be obligated to deliver that portion of the Work or related items to Client, but instead the Photographer and Client agree as follows:

11.1. ARCHIVE FEE. If the Client does not perform the necessary acts or approvals related to the Work within 24 months after the Event Date, then Client agrees to pay Photographer an archive fee of \$100 per year, payable in advance, to maintain storage of the undelivered Work. This archive fee shall be in addition to any other sums paid by Client pursuant to this Agreement.

11.2. TERMINATION (36 MONTHS). If the Client does not perform the necessary acts or approvals related to the Work within 36 months after the Event Date, then the Photographer's performance of the Commission shall be deemed complete, and this Agreement shall terminate and any prepayment by Client for coverage contents, including photographs and albums, shall be forfeited. Upon the termination of this Agreement, the Photographer may permanently delete the Work and related items and shall have no further obligation to Client to store the Work or related items. The Photographer shall assume no responsibility for storing the Work or related items provided under this Agreement, and shall not assume any liability for any loss, theft or damage of the same.

12. COPYRIGHT. As the author of all images made hereunder and as provided for by law, the Photographer shall retain the copyrights in perpetuity, regardless of possession or ownership of digital files, photographs or any other format of reproduction.

13. PERMITTED USES AND MODEL RELEASE.

13.1. Client may use the Work as follows for (1) any personal, non-commercial purpose including display of images on personal web sites and social media, (2) printing copies for personal use, and (3) publication of event related announcements or articles, and, when customary, including the copyright reference or credit line. For such purposes, this Agreement may be used as a Printing Release. Client may not sell or permit or assist in any commercial use or sale of the images without specific written consent of Photographer.

13.2. Photographer may publish, reproduce, exhibit and otherwise use the images from any portion of the Work, including images of Client, without compensation, (1) as examples of the Photographer's work to be shown in photographic or online form, including in books, albums, publications, web sites and social media, (2) as entries in photography contests, (3) for instructional purposes to be shared with aspiring and working photographers, and (4) for promotional uses, including use in conjunction

with televised or published interviews. Any such use shall be judicious and consistent with the highest standards of taste and judgment. Photographer will not sell or permit or assist in any commercial use or sale of the images without specific written consent of Client.

14. COLLECTION. In the event that the Photographer is required to file a legal action to collect fees due from Client under this Agreement, or to otherwise enforce this Agreement, then the Photographer shall be entitled to recover all costs and expenses incurred by the Photographer related to such legal action, including an award of reasonable attorney's fees.

15. JURISDICTION AND VENUE. This is the complete agreement between the parties concerning the subject matter hereof and all prior agreements are merged herein. This is a New Jersey agreement and is to be construed as such, without application of the principles of conflicts of law. Time is of the essence with respect to Client's obligations hereunder. If any dispute arises in connection with or relating to this Agreement or relating to a claim which arises hereunder, the parties agree that it shall be heard in the Superior Court of Bergen County or the U. S. District Court for New Jersey, and the parties waive any defense of personal jurisdiction or lack of venue and consent to the personal jurisdiction of said courts.

Agreed to and accepted by:

CLIENT(s):	Today's
Signature(s) _____	Date _____
Print Name(s) _____	
Home Address _____	
Shipping Address _____	
Home Phone _____	Mobile _____
Email _____	
PHOTOGRAPHER:	
Signature _____	
Zlatko Batistich	zlatko@zlatkobatistich.com
100 12th Street	201-541-1166
Cresskill, NJ 07626	mobile 201-755-4435