



Donnacille Photography

Photography Contract

Event Date _____ ID# (For Office Use Only) _____

First Name _____ Last Name _____

Primary Address _____

Primary Phone# _____

Email Address _____

Event Location _____

Event Time & Special Instructions _____

DJ/ Band (Circle One) _____

Videographer _____

Type of Event _____

Referred By _____

Deposit (25%) _____

Check# _____ Date _____

Total cost of service _____ Amount due after deposit _____

1. It is understood that Donnacille Photography is the exclusive Photographer retained by the client to cover each event. Any conflicts with other photographic and/or video coverage contracts and any notifications necessary to avoid such conflicts are the sole responsibility of the client.

2. Client assumes all responsibilities for obtaining any necessary permission, clearance permits, etc., which may be required for Donnacille Photography to photograph each event, public or private. Client assumes all responsibility for obtaining and retaining permission for access to any requested camera positions and is solely responsible for the quality of the final production resulting from the use of, or inability to use, such camera positions. The client warrants that he/she has the legal rights to anything Donnacille Photography will photograph, including video, musical recordings, or any other materials delivered to Donnacille Photography for inclusion in the clients photographs or DVD. The Client agrees to indemnify and hold Donnacille Photography harmless for any loss, damage, or liability for infringement of any rights arising from the use or sale of tapes the client hires Donnacille Photography to produce, edit, or duplicate.

3. Donnacille Photography reserves the right to use photographs for display, publication or other purposes. All photograph masters and raw photographs remain the exclusive property of Donnacille Photography.

4. The client reserves the right to terminate the contract for any reason at any time up to the date of the event. Should the client terminate the contract, all money paid less the retainer will be refunded.

5. The client has critically viewed samples of Donnacille Photography's work and hereby grants full editorial and production control to Donnacille Photography regarding all aspects of the production and post-production services for the event. In the event a particular segment of the event is either not recorded, partially recorded, or not a part of the edited master tape, it is at the sole discretion of Donnacille Photography as the exclusive producer of the event photography.

6. All personal property provided by client to Donnacille Photography for utilization in the post-production of their photographs is received by Donnacille Photography at the complete and total risk of the client. Donnacille Photography will make every effort to insure the safekeeping of a client's personal property while in its possession and return same to client upon delivery of the edited master copy tape.

7. If Donnacille Photography fails to comply with the terms of this agreement due to any event or at beyond the control of Donnacille Photography, including but not limited to illness, accident, labor disputes, acts of God and other catastrophes, or uncontrollable and unforeseeable equipment failure, Donnacille Photography's liability is limited only to a refund of all monies received.

8. Donnacille Photography produces DVDs using the most compatible media for set top players (DVD-R). Donnacille Photography is not responsible for incompatibility with the DVDs created and the client's player.

9. Based on the service purchased, Donnacille Photography will produce the following selected products:

___ 1qty - 6"x 8" 20 page album filled with edited images of event.

___ 1qty - 8"x 11" 20 page album filled with edited images of event.

___ 1qty - 18" x 24" Canvas print of photo chosen by client.

I/we have read and agree to the terms and conditions printed on this contract.

Client Name: _____

Client's Signature: _____

Date: _____

Client Name: _____

Client's Signature: _____

Date: _____