

PAUL MORDECAI ROSENBERG PHOTOGRAPHY
64 East Street P.O. Box 120
Litchfield, CT 06759
860.567.3000
PMRosenberg@Yahoo.com
PMRosenbergPhoto.com

COMMERCIAL PHOTOGRAPHY CONTRACT

Shoot Date: _____ Shoot Type: _____ Time Shoot Starts: _____

Other Shooting Dates & Times:

Shoot Location & Address:

Client/Business Name(s): _____

Other/Contact Name: _____

Address: _____

Phone: _____ Email: _____

Notes:

AGREEMENT OVERVIEW: This Agreement expresses the full and complete agreement between the named parties and *Paul Mordecai Rosenberg Photography* regarding the subject matter hereof. It supersedes all prior agreements. The only way to add or change this agreement is to do so in writing, signed by all parties.

COOPERATION: All parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. *Paul Mordecai Rosenberg Photography* is not responsible if key individuals or equipment fail to appear or cooperate during photography sessions or for missed images due to details not revealed to *Paul Mordecai Rosenberg Photography*.

IMAGES & COPYRIGHTS: Photographs/images produced by *Paul Mordecai Rosenberg Photography* are protected by Federal Copyright Law (all rights reserved). Upon final payment by CLIENT, CLIENT is granted limited license to use and display resulting images for personal use. Said images may not be altered or reproduced in any manner without prior written permission of *Paul Mordecai Rosenberg Photography*. This excepting CLIENTS who receive a high resolution digital disk with printing rights, who may make prints for personal use, as indicated on disk label, but may not copy, or re distribute the disk in any manner. The CLIENT must obtain written permission from, and compensate *Paul Mordecai Rosenberg Photography* prior to the CLIENT, its associates, friends or relatives publishing or selling the photographs.

MODEL RELEASE: The CLIENT hereby grants to *Paul Mordecai Rosenberg Photography* and successors, heirs, executors, administrators, assigns, attorneys, representatives and agents, the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner or medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases *Paul Mordecai Rosenberg Photography* and all associates representatives and assigns from any and all claims, actions, demands, suits, liabilities, damages, expenses, and obligations of any kind arising from, or related in any manner to *Paul Mordecai Rosenberg Photography* use if said images.

LIMIT OF LIABILITY: In the unlikely event that the photographer(s) are injured, become too ill, or has an emergency that prevents them from photographing the event, *Paul Mordecai Rosenberg Photography* will make every effort to secure a replacement photographer. If a suitable replacement is not found, CLIENT agrees that responsibility and liability of *Paul Mordecai Rosenberg Photography* to the CLIENT is limited to the return of all payments received for the event. *Paul Mordecai Rosenberg Photography* takes the utmost care with respect to exposure, storage, and processing the photographs/images, but cannot and does not guarantee that photographs/images of the event will not be lost, stolen, or destroyed for reasons within or beyond *Paul Mordecai Rosenberg Photography* control. CLIENT agrees that *Paul Mordecai Rosenberg Photography* or the photographer(s) full and complete responsibility and liability is limited to the return of all payments received for the event. CLIENT further agrees that the limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the estimated percentage of the total number of original images.

RETAINER & PAYMENT SCHEDULE: 50% of the total cost is due at time of signing this agreement. This is a NON-REFUNDABLE RETAINER. In the event of cancellation, the retainer paid is non-refundable. It shall be liquidated for damages to *Paul Mordecai Rosenberg Photography* in the event of a cancelation, or breach of contract by the CLIENT. The CLIENT shall also be responsible for payment of any *Paul Mordecai Rosenberg Photography* materials/charges incurred up to time of cancellation. The retainer shall apply towards the total cost of the service to be rendered. The remaining charges are payable in full within one week after the shoot.

Cost/Included Items/Rights:

Other Items: _____ \$ _____ x _____ = \$ _____

Other Items: _____ \$ _____ x _____ = \$ _____

Other Items: _____ \$ _____ x _____ = \$ _____

Sub Total \$ _____ + Sales tax (6.35%) \$ _____ = Total \$ _____

I hereby agree to the terms of this agreement:

Signed: Print _____	Sign _____	Date _____	(Photographer)
Signed: Print _____	Sign _____	Date _____	(Project Contact)
Signed: Print _____	Sign _____	Date _____	(Subject/Model)
Signed: Print _____	Sign _____	Date _____	(Subject/Model)
Signed: Print _____	Sign _____	Date _____	(Other)