

Kurtis Ostrom Photography

(530) 388-8134

kurtisostrom@gmail.comwww.kurtisostromphotography.com**Event Details**

Type of Event _____

Package Cost _____

Event Address _____

Additional Address(es) _____

Date and Time of Event _____

Second Shooter Required (for additional cost) \$ _____**Deposit and Payments**

A deposit of \$ _____ and a signed contract must be secured prior to any services being performed by the photographer.

For your convenience, payments can be made using a credit card, cash or check. Payments must be made in full by the day of the event. A payment schedule can be negotiated by the client and the photographer.

Payment Schedule _____

Contracted Package

Includes all services described in selected package details reviewed and distributed to clients. Any additional services/products requested by the client incurred by the photographer will be billed directly to the client at cost. All services contracted cannot be deducted, but additional services can be added.

Photographs will be delivered electronically to the client via a sharable link, as well as a Flash Drive. The photographer will select the final images to edit. The client is free to contact the photographer for additional edited images for an additional fee (to be negotiated at time of request). Additional flash drives can be purchased for \$20

Overtime

Additional unplanned and/or un-contracted services (such as, but not limited to, full redo of design, day-of wedding extension of time, services outside of scope of agreement, management of non wedding day activities, etc) are considered overtime and will be billed with prior notification and consent at the rate of \$130 per hour.

Pre-project Consultation

The photographer shall provide the client with one hours long pre-service consultation. The Parties shall agree on an acceptable date and time for conducting the pre-service consultation, but the manner by which the consultation shall be conducted shall be at the discretion of the photographer. In most instances, this consultation is conducted via phone, video chat, or in person. This consultation may be scheduled no later than three days before the event.

Hotel and Travel Accommodations (If Applicable)

Photography package includes travel up to 30 miles. Additional mileage will be billed at .50/mile. For all events deemed as "destination" (taking place beyond 100 miles from Auburn, CA), hotel accommodations are required at client's expense. The hotel must be within 10 – 15 miles of the site Any additional travel fees, such as airfare, hotel stay, and car rentals, will be at client's expense.

Permitted Uses of Product(s).

The photographer grants to the Client a non-exclusive license of product(s) produced with and for Client for personal use only. We do appreciate being credited when our images are shared on Social Media. The client also possesses rights to print any photo purchased from the photographer, for personal use.

Liability

It is understood that the photographer is only liable for services completed and provided by said photographer and cannot be held liable for the services of other contracted vendors. It is understood that in no event shall the photographer be liable for consequential damages of any kind. Client and related parties/participants expressly assume any risk of photography and related activities as described herein.

Responsibility

The photographer is not responsible for Acts Of God, Natural Disasters, an Act Of Government such as A Declaration of National or Local Emergency, or Other Incidents Not within the control of the photographer, i.e. accident, death in the family, illness, pregnancy, or sudden tragic circumstance. In such a situation, the photographer will make every attempt to obtain, upon approval of the client, a qualified professional replacement to fulfill said photographer's obligations under the contract, at no additional charge to the client.

Style Release

Client has spent a satisfactory amount of time reviewing the photographer's work and has a reasonable expectation that said photographer's services will produce a reasonably similar outcome and result for Client. The photographer will use reasonable efforts to ensure Client's services are carried out in a style and manner consistent with said photographer's current portfolio and services, and the photographer will try to incorporate any suggestions Client makes. However, Client understands and agrees that:

- Every client and final delivery is different, with different tastes, budgets, and needs;

- Photography is a subjective service and the photographer is a provider with a unique vision, with an ever-evolving style and technique.
- The photographer will use her personal judgment to create favorable results for Client, which may not include strict adherence to Client's suggestions;
- Dissatisfaction with the photographer's independent judgment or individual management style are not valid reasons for termination of this Agreement or request of any monies returned.

Appropriate Conduct/ Safe Work Environment

The Client(s) expressly agree(s) to take best efforts to provide the photographer and their staff with safe and appropriate working conditions. In the event of circumstances deemed by either the photographer or a bystander to present a threat or implied threat of injury or harm to the photographer staff or equipment, the photographer reserves the right to cancel all services remaining under this Agreement and leave the event. At the photographer's discretion, they may enact a three-strike policy. After the first offense, the photographer will make reasonable efforts to notify the Client(s) or a responsible party. If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), the photographer shall resume work in accordance with the original terms of this Agreement. If the threatening behavior occurs for a second time, the Client(s) will agree to remove the offending person for the remainder of the event. If the behavior occurs a third time, the photographer will immediately leave the event. If the photographer leaves the event early due to any offending behavior, the Client(s) expressly agree to relieve and hold the photographer harmless as a result of incomplete event coverage, or for a lapse in the quality of the photographer's work, and the Client(s) shall be responsible for payment in full.

Cancellations and Rescheduling

- If the Client desires to CANCEL Services of the photographer for any reason at any time, then Client shall provide at least 30 days notice to the photographer in order to cancel this contract and receive a deposit refund. Clients may RESCHEDULE services with at least 24 hours Notice. Providing notice will not relieve the client of any currently outstanding payment obligations. The photographer will not be obligated to refund any portion of monies the client has previously paid to said photographer. If the photographer is able to re-book further services on or before the client's final delivery date, the client may be issued a credit for future services with the photographer at their discretion. The photographer has no obligation to attempt to re-book further Services to make up for t client's cancellation or rescheduling.
- In the event the photographer cannot or will not perform their obligations in any or all parts of this agreement, they (or a responsible party) will immediately give notice to the client, and at the photographer's discretion, either attempt to find a reasonable substitute to fulfill the terms of this agreement or issue a refund or credit based on a reasonably accurate percentage of services rendered. In the case of a refund where, at the discretion of the photographer, no reasonable substitute is found, the photographer shall excuse the client of further performance obligations in this agreement.

- Force Majeure. Either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party that materially affects the performance of Services, such as: an act of God (fires, explosions, earthquakes, hurricane, natural disasters, flooding, storms or infestation), or War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not), or any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

- No-shows. If it becomes impossible for the photographer to render Services due to the fault of the client or parties related to the client, such as failure to provide necessary elements of the services or failure of one or more essential parties to the services to complete tasks in a timely manner, it is within the photographer's sole discretion to allow for any additional time or dates to render services. In such an event, any outstanding amount will immediately become due and payable to the photographer.

- Governing Law. The laws govern all matters arising out of or relating to this Agreement, including torts. Notice. Parties shall provide effective notice ("Notice") to each other, including any payments or invoices, via either of the following methods of delivery at the date and time which the Notice is sent: 1. Contractor's Email: 2. Client's Email: 3. Contractor's Address: 4. Client's Address: Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain legal and enforceable. Amendments. The parties may amend this Agreement only by the parties' written agreement with proper Notice. Assignments. Neither party may assign or subcontract any rights or obligations in this Agreement without proper Notice, unless otherwise provided herein.

Severability If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain legal and enforceable.

Amendments. The parties may amend this Agreement only by the parties' written agreement with proper Notice.

Assignments. Neither party may assign or subcontract any rights or obligations in this Agreement without proper Notice, unless otherwise provided herein.

Model Release

In consideration of my engagement as a model, and for other good and valuable consideration herein acknowledged as received, I hereby grant the following rights and permissions to the photographer, his/her heirs, legal representatives, and assigns, those for whom the photographer is acting, and those acting with his/her authority and permission. They have the irrevocable, perpetual and unrestricted right and permission to take, use, re-use, publish, and republish photographic portraits or pictures of me or in which I may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with my own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium at his/her studios or elsewhere, and in any and all media now or hereafter known, specifically including but not limited to print media and distribution over the internet for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever.

I specifically consent to the digital compositing or distortion of the portraits or pictures, including without restriction any changes or alterations as to color, size, shape, perspective, context, foreground or background. I also consent to the use of any published matter in conjunction with such photographs. I hereby waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection with them or the use to which they may be applied. I hereby release, discharge, and agree to hold harmless Photographer, his/her heirs, legal representatives, and assigns, and all persons acting under his/her permission or authority or those for whom he/ she is acting, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of such photographs or in any subsequent processing of them, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy.

This release shall be binding upon the minor and the client(s), and our respective heirs, legal representatives, and assigns.

Names of minors belonging to client(s) or under client(s) custody, guardianship or supervision _____

Signatures on next page

Thank you for considering us for your special day!

Client's Name _____ Date _____

Client's Signature _____ Date _____

Client's Email _____

Client's Phone Number _____

Additional
Client's Name _____ Date _____

Additional
Client's Signature _____ Date _____

Additional
Client's Email _____

Additional
Client's Phone Number _____

Photographer's Name _____ Date _____

Photographer's Signature _____ Date _____