

HOUSTON EVENT PHOTOGRAPHY

PO Box 891411 ♦ Houston, Texas 77289-1411
Phone 832-250-8897

CONTRACT FOR EVENT PHOTOGRAPHY SERVICES Non-Profit or School Organizations

This constitutes an agreement for photographic services. It is also understood that any and all negatives and digital images remain the property of the photographer, Scott R. Wilson, dba Houston Event Photography and they may be used for advertising, display, or any purpose thought proper by Houston Event Photography.

The photographer for this event will be Houston Event Photography. The photographer may substitute another photographer/studio to take the photographs in the event of photographer's illness, family emergencies or emergency scheduling conflicts. We don't foresee this happening but in the event of such substitution, photographer warrants that the photographer taking the photographs shall be a competent professional at will be provided at no additional charge.

If the photographer cannot perform this contract due to fire or other casualty, theft, strike, denial of admission onto property, denial to allow photography by property owner/manager, equipment failure, inadequate electrical service, inadequate space, lighting or color balance problems, act of God, or other cause beyond the control of the parties, or due to photographer's illness or emergency, then the photographer shall return the retainer to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or computer malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the photographer. Although all care will be taken with the digital media and photographs taken at the event, the client agrees that the photographer limits any liability for loss, damage, or failure to deliver pictures, for any reason, to no more than the return of all payments made to Houston Event Photography. In the event of printing equipment failure or time constraints that don't allow us enough time to complete our onsite printing any prints that are not delivered onsite will be mailed to the client who purchased them.

Houston Event Photography and its representatives shall not be held accountable for any unforeseen delays in the order(s), material defects, color fading of prints (all prints will fade over time), color balance problems with digital files or images due to improper or inadequate lighting at the event site that is beyond the control of the photographer, grainy files which are usually caused by inadequate lighting or having to photograph images in available light or mixed lighting at high ISO settings, missed shots, or lab mistakes. Copies of digital images will be stored on hard drives and can be made available up to one year after the event for a nominal fee. After the one-year anniversary of the services provided, Houston Event Photography reserves the right to dispose of any digital files as they see fit. Images can be permanently archived for an additional fee.

Photographer is the sole professional photographer allowed to photograph the event. Amateur photographers may take photos during the event if they do not interfere with the contracted photographer and are not shooting his same posed shots. If a problem arises with any guest or attendees the on-site event representative will be advised to handle the situation politely for us by enforcing the conditions of this contract.

Upon signature, photographer reserves the time and date agreed upon, and will not make other reservations for that time and date. For this reason, *non-profit or school organizations are responsible for any retainer or hourly fees of Houston Event Photography, even if the date is changed or the event is canceled or postponed for any reason.* All payments are due and payable in Harris County, Texas

Houston Event Photography is not bound until this contract is signed and accepted. Agreement may be executed in any number of counterparts confirmed by facsimile signatures transmitted by telephone, each of which shall be deemed a duplicate original.

Signature: _____ Date: _____

I have read, understood, and agree to the above terms of this contract

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Houston Event Photography has agreed to photograph this event. We have agreed to waive our usual set-up fees and retainer fees. You must agree to the below terms, additional charges and cancellation fees for this contract to be valid.

Photographer is to be provided adequate space in a well-marked and visible area. We require two 6-8 foot tables and at least 4 chairs. Space must have adequate electrical service for our equipment. Water with drink glasses. Any food or drinks provided during an event are appreciated, as some of our employees do not get time to stop and eat before arriving or during an event.

Photographers and Assistant's Reservation Fee's

These fees are to be paid if the contract is canceled as stated in the above contract:

Photographers Fee: \$100.00 per hour for the scheduled event time
Assistants Fee: \$50.00 per hour for scheduled event time (minimum of two assistants required)
Travel Mileage if outside the Houston-Galveston area \$1.00 per mile
Travel Time at above fees if outside the Houston-Galveston area.

Other Fees:

Posting of event on our secure web site is provided **Free**.

Uses of in-stock backdrops are **Free**.

Custom backdrops or theme sets are quoted on request.

On-Site Printing Charges: (All sales cash or check. Sorry we cannot accept credit cards during on-site printing jobs)

Event Package Price List:

Our event packages vary from one event to the next. The prices usually average between \$20.00 for our lowest package up to \$70.00 for our largest package. If you would like a Package Price List Prior to your event please let us know and we will email you one.

Off-Site Printing Charges: Credit Cards Accepted For Off-Site Orders Only

Prints taken at all events can be ordered online by visiting our password secured web site after the event at www.houstoneventphotography.com then click on "Events" and select your event from the menu. Password will be distributed during the event or by calling 832-250-8897

On Line 5x7 and 8x10 prints are usually mailed within 5 days. Larger sizes may take 2-3 weeks. We also offer packages and add-on items on our secure website at discounted prices.

Signature: _____

I have read, understood and agree to the terms of this contract.

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Event Representative Responsible Hiring and Billing: _____

Hiring Representative Signature: _____ Date: _____

Photographers Signature: _____ Date: _____

Event Date: _____ Times: _____ AM/PM Travel Fee: _____

Location: _____

Name Of Event: _____ Event Contact Person: _____

Billing Address: _____

Company Address: _____

Company Telephone: _____ Mobile: _____

Alternate Telephone: _____ Mobile: _____

Emergency Contact Numbers: _____ Email: _____

On-Site Event Representative: _____ Phone: _____

Additional Information:

Amount of Retainer: \$ _____ Waived Amount of Set Up Fee: _____ Waived
Custom Background or Set Fee Building Fee: \$ _____ We will provide our own set/background

Non-profit Organizations or School Organizations who contract our services whom we have waived our normal set-up or retainer fees you are responsible for paying said retainer fees in the event of a cancellation, postponement, or any other changes in date and/or times. Our normal retainer fee to reserve our services is \$200.00 per hour for the scheduled event times above. This fee is normally required because we will not book other paid events during the reserved date and/or times. By signing below you are confirming that you have read and understood the above contract for services and have agreed to retain the services of Houston Event Photography for the above date and/or times. Hiring representative for school events must be a school employee or adult representative/sponsor over 21 years old.

Hiring Representatives Signature: _____ Date: _____

Printed Name of Hiring Representative: _____

Witness Signature: _____ Date: _____

Printed Name of Witness: _____

Please sign all above pages stating that you have read them all, understood and agreed to the stated terms and return to Houston Event Photography by mail. Mailing address is PO Box 891411, Houston, Texas 77289-1411