**AGREEMENT**

This document comprises the entire understanding between both the Clients (“**Clients**”) and ("**Photographer**").

**Confirmation:** A signed "Commercial Photography Contract" and payment of the booking fee are necessary to confirm the stated services from the Photographer.

**Booking Fee/Deposit:** In the event of the Clients cancelling the scheduled shoot for whatever reason, the booking fee is non- refundable your deposit becomes a "studio credit" and may be used toward a future session.

**Payment:** Full Payment is expected upon arrival to perform the job. Payment methods include Cash or Bank Transfer.

**Refunds:** Upon delivery of images, money paid is nonrefundable and image files cannot be returned to Photographer.

**Cancellation:** If Client cancellation of this Agreement prior to 1) the shoot or 2) within one (1) month of this agreement, Client will pay any expenses incurred and a twenty-five percent (25%) cancellation fee. For Client cancellation within two (2) days of the shoot, Client is responsible for 100% of the fee and any expenses incurred.

**Copyright:** The images that are being provided to you are licensed copies for any reasonable personal or company purposes, including but not limited to: printing, copying, emailing, and web publishing. This agreement is a Limited Commercial Use License which is laid out in a clause below. If the client purchases original files, (additional cost), this releases the Photographer from any liability due to loss or damage of the images and also releases Photographer from any obligation to maintain copies of any digital file, image, or photograph. You hereby grant to Photographer the right to use and publish images and photographs taken at your photography session to further promote its service, including portfolio, web site, display, advertisement, and editorial use. Photographer agrees to limit the use of these images and photographs to promotional and personal use only.

**Limited Commercial Use License:** Images are purchased by Client for Limited Commercial use only. This includes but not limited to, advertising, marketing, website usage and social media platforms owned or managed by the Client. The Client may not alter or edit the images. Exceptions to alterations include, company name, logo or text related to the company and for advertisement purposes. Only the Client can use the images provided by Photographer and may not resell, loan or allot images to a third party.

**Force Majeure:** No Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God (such as hurricanes, earthquakes, flooding), fire, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, terrorist acts, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected. Should Clients' Event be cancelled, postponed or otherwise adversely impacted as a result of a force majeure event, there shall be no refunds for payments already received by the photographer, but the photographer will use all reasonable efforts to work with Clients to produce the Event at a later date, if necessary, subject to photographer's availability.

**Waiver:** No action of either party, other than express written waiver, may be construed to waive any provision of this Agreement and a single or partial exercise by either party of any such rights or remedies will not preclude further exercise of other rights or remedy.

**Severability:** If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.

We have understood the contents of this contract and agree to the terms therein.

**Consultation**: The consultation is initially at the time of booking, but can also be conducted over the phone, email or via other correspondence. This meeting is an opportunity for the Client to broadly outline requirements, identify important persons / products / event and discuss the associated location & timelines. In addition, the Photographer can offer advice and provide recommendations to assist with planning and preparation. If necessary, the Clients may wish to schedule a final consultation (prior to the event) to go over the final details of the deliverables.

**Cooperation**: The Client and the Photographer agree to fully cooperate and communicate, to achieve the best possible outcome within the understanding of this contract. It is recommended that a designated assistant, from the client, be provided to the Photographer. The assistant will help identify key individuals and products and/ events, to be photographed. The Client also agrees to provide the Photographer with sufficient advance notice of key elements where timing / availability is critical, thereby providing the Photographer with adequate time to prepare. If something becomes impossible or excessive time is lost the Photographer will use his discretion but cannot be held responsible for a lack of photos effected.

**Schedule**: The collaborative efforts of the Clients and Photographer to plan and schedule photographic coverage of the day is designed to result in the production of the best possible results, documenting and achieving the results demanded. Both the Client and the Photographer agree that cooperation, communication and good faith efforts to adhere to the schedule are essential to producing the best possible results. In cases where the activities do not adhere to the schedule (whether from accident, forces of nature, acts of God or human error, etc.) the Photographer will make every effort to compensate so as to make the best of the given circumstances, but cannot guarantee that the quality of the work produced would be as high as it would otherwise be..

**Contract Participants:**

Client:
*Company Name: -
Signatory Name: -*
*Position: -
email: -*
Signed & Dated:

*Photographer:* -
*NatureStudioScapes* -
*email:* - info@nsscapes.com

Signed & Dated:

**Please complete the schedules below, the format can be modified as required.**

**Please countersign, the final versions, this will reflect the actual scope and agreed pricing for the contract.**

*(more tables for multiple dates can be added as required).*

**Location 1 Date: dd/mm/yyyy Time: hh:mm Subject:**

|  |  |  |  |
| --- | --- | --- | --- |
| Description | Qty | Unit Price | Total |
| Reservation Fee (Paid in Advance) | 1 |  |  |
| On The day |
| X Hours of photography |  |  |  |
| Images e.g. 100 |  |  |  |
| Travel (as applicable) |  |  |  |
| Other .… |  |  |  |
| Total: |  |
| Signed & Dated: |  |

Document all included goods and services

**Location 2 Date: dd/mm/yyyy Time: hh:mm Subject:**

|  |  |  |  |
| --- | --- | --- | --- |
| Description | Qty | Unit Price | Total |
| Reservation Fee (Paid in Advance) | 1 |  |  |
| On The day |
| X Hours of photography |  |  |  |
| Images e.g. 100 |  |  |  |
| Travel (as applicable) |  |  |  |
| Other  |  |  |  |
| Total: |  |
| Signed & Dated: |  |

Document all included goods and services