

# Agreement

Whereas \_\_\_\_\_, CUSTOMER(S), wish(es) to reserve specific times and dates for photographic services and to obtain photographic services for their event, and Austin Image, Inc. wishes to provide photographic services, the parties enter into the following agreement.

1. Austin Image will reserve the following **date and times** for Customer and will not enter into conflicting agreements:

M/D/Y: \_\_\_\_\_ Approximate time: \_\_\_\_\_ to \_\_\_\_\_

2. Austin Image will provide the following **services and products**:

Coverage hours: \_\_\_\_\_

Other products: no    yes:

Album pages - pages/sides: \_\_\_\_\_ Album size: \_\_\_\_\_

Mini Albums: \_\_\_\_\_

3. Customer agrees to the following **payment schedule**:

Retainer No. 1: Due at signing (33%)

Amount: \$

Retainer No. 2: Due 60 days prior to event (33%)

Amount: \$

Payment No. 3: Due at viewing, or no later than 30 days after event

Amount: \$ (Balance)

**Total:** \$ \_\_\_\_\_ plus tax

4. Retainers will be applied towards Total but are not refundable. Revised plans will be re-costed using the then-current pricing structure, minus any difference in costs between the contracted services now and then, but no less than the contracted Total.

5. Should Austin Image, Inc. be unable to cover Customer's event due to circumstances beyond its control, it shall provide prompt notification and refund all payments. Should Austin Image fail to record a substantial portion of the event due to circumstances under its control, its fee will be reduced proportionally. Austin Image will not be held responsible by Customer for any damage due to failure to satisfy the terms of this agreement or other expectations of the Customer, even if due to error, omission, negligence, data loss or equipment failure, beyond a reasonable amount which, such damage being extremely difficult to determine, parties agree and stipulate is no greater than the contracted Total.

6. Austin Image reserves the right to adopt improved procedures and methods that may differ from those described to client. Should these improved procedures and methods force a change in Austin Image's price structure or product offerings, the parties will negotiate in good faith an equivalent package of services and products.

7. Customer shall not engage, assign, nor permit third-party photographers, compensated or uncompensated, nor permit other wedding service providers to produce, publish or supply still images, without permission from Austin Image. This restriction does not apply to casual photography by guests or relatives, but specifically includes a "shadow shooter" or anyone acting in a manner that hinders or is disrespectful to the role being played by Austin Image. *Austin Image shall cease photography until Customer meets their obligation under this clause.*

8. Austin Image will use commonly used materials and processes for prints, albums and other products, but makes no warranty regarding resistance to wear, aging, fading and color changes.

9. In order to complete work in a reasonable period of time, Austin Image may proceed with production of deliverable products without input from client on February 1 in year following wedding (but no sooner than three months from wedding date). Should Customer not maintain diligent contact with Austin Image for any one-year period after the wedding date, their rights to undelivered products will terminate.

10. Customer, for themselves and as agents for others appearing in the photographs, grants Austin Image permission to use photographs and other material for its promotional purposes.

11. Austin Image, Inc. will retain all reproduction rights not explicitly licensed to customer. Austin Image will provide a limited license to images allowing private, non-commercial reproductions. Once provided, Customer shall immediately check media contents and thereafter assume all image archival duties.

12. Images will be provided to Customer only if their account is in good standing, including for work done outside this agreement and for any charges for unauthorized reproductions.

**Agreed to this date by:**

**Accepted by**

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Curtiss M. Austin, Pres. Austin Image, Inc.

## Instructions

1. Give us a call to make sure your date is still available. 518 494 9994
2. Using our "Packages" page on our website, decide on the coverage hours and the other items that you need.
3. Usually, the bride and groom are our clients, so those names go on the top of the contract. Sometimes our contract is with a parent. There are legal ramifications related to whom our contract is with (and who it is not).
4. Write in the date and the approximate time. We rarely book any other work on the day of a wedding, and certainly not close to the times you indicate.
5. Copy the numbers from the website package to Section 2, and note any additional items you need under "Other products".
6. In Section 3, write in approximately one-third of the total fee for retainer payments 1 and 2. There is no need to write in the amount for payment 3, but you should be aware that for most weddings we must charge NYS sales tax on the total, which we collect along with payment 3. Write the total fee on the "Total" line.
7. Make sure you read the rest of the contract. We're especially sensitive to the issue addressed in Clause 7. Then sign and date it.
8. Mail us the completed contract along with a check for the first retainer payment. You can check "Photographer" off your to-do list when you receive a signed contract back from us.

Austin Image  
192 White Schoolhouse Rd.  
Chestertown, NY 12817

Thanks!