Photography Contract

The above-listed [Client.FirstName] [Client.LastName] (the "Client") and Zoommemories. Co Ltd (Photographer) agree that [Sender.FirstName] [Sender.LastName] will provide ( kind of ) photography services as outlined in the tables above. This is a legally-binding contract.

This contract represents the entire understanding of the requirements, schedule, and payment terms for the photography services listed above.

If there are any disputes or actions resulting in legal proceedings related to this contract, such actions shall take place in and be subject to the laws of [Sender.Country], [Sender.State].

[Client.FirstName] [Client.LastName] accepts sole financial responsibility for any legal fees or related costs incurred by [Sender.FirstName] [Sender.LastName] in enforcing the terms of this photography contract. Any failure by one or both parties to uphold or enforce a provision of this contract shall not constitute a waiver of any other provision of this contract.

Payment!

[Client.LastName] agrees to retain Zoommemories Co Ltd for the services listed above by signing this portrait photography contract and paying a deposit equal to 59% of the total fee listed above. [Client.FirstName][Client.LastName] acknowledges that no reservation can be made prior to the signature of this contract and subsequent payment of the initial service deposit.

The remaining balance for the above listed portrait photography services shall be due in full no later than 14 days prior to Shoot Date Time. In the event that payment is not made in full by this deadline, Photographer reserves the right to terminate this contract, retain the initial deposit, and no longer be held liable for providing further services to [Client.FirstName] [Client.LastName].

Cancelation!

[Client.LastName] may cancel this contract at any time up to 30 days prior to [Shoot.DateTime]. To do so, [Client.FirstName] [Client.LastName] must send a written cancellation notice via either email or certified mail. Zoommemories8@gmail.com

[Client.FirstName] [Client.LastName] hereby forfeit their initial deposit in case of cancellation, and agree to pay the full amount for the services listed above should they cancel this portrait photography contract after the date 30 days before [Shoot.DateTime].

Reschedule!

[Client.LastName] may reschedule the date of the portrait shoot listed above no later than 30 days prior to [Shoot.DateTime] with the written approval of Zoommemories@gmail.com. Should be unable to accommodate [Client.FirstName] [Client.LastName]'s rescheduled date, [Client.FirstName] [Client.LastName] will not be held responsible for the remaining balance of this portrait photography contract but will forfeit their initial deposit.

Reability!

If Zoommemories.Co.Ltd should be unable to provide the goods and services outlined in this contract for any reason, Zoommemories.Co.Ltd. agrees to refund any fees paid by [Client.FirstName] [Client.LastName], minus applicable expenses, and shall have no further liability with regards to this contract. This limitation of liability also applies to any loss or damage to footage, photographs or other materials after the events listed in this contract. The sole remedy for any actions or claims resulting from [Sender.FirstName] [Sender.LastName]'s inability to deliver the goods and services listed in this contract shall be limited to a refund of monies paid by [Client.FirstName] [Client.LastName] to Zoommemories.Co.Ltd.

Digital Media

[Client.LastName] acknowledge that Zoommemories.Co.Ltd. does not maintain archives of images and footage after delivering requested images and other goods to [Client.LastName]. It is [Client.FirstName][Client.LastName]'s sole responsibility to request any desired prints, products, or files within 7 days of [Shoot.DateTime].

Pricing!

Any additional goods or services not included in this portrait photography contract will be sold at then-current rates. Zoommemories.Co.Ltd. makes no pricing guarantees outside the terms of this contract, and [Client.FirstName] [Client.LastName] acknowledges that prices for additional goods or services are subject to change suddenly and without notice.

Responsibilities

Zoommemories.Co.Ltd.will be the sole and exclusive photographer for the above listed photo shoot. Zoommemories Co.Ltd. is responsible for bringing any equipment or assistants necessary to conduct the services outlined in this contract.

[Client.FirstName] [Client.LastName] agrees to prevent any other photographers or videographers at the shoot listed in this contract from interfering with  Zoommemories.Co.Ltd's performance of their duties. This includes guests and other amateur photographers or videographers.

ZoommemoriesCo.Ltd. will not be held liable for compromised event coverage due to interference from other parties, including interfering traffic in public spaces. Likewise,Zoommemories.Co.Ltd is not responsible for degraded coverage due to environmental issues, such as poor event lighting, space, or backdrops.

[Client.FirstName] [Client.LastName] agrees to confirm the event's date, time, and location no later than 7 days prior to [Shoot.DateTime].

Covarage

Zoommemories Co.Ltd.will provide the goods and services listed in this portrait photography contract, including event coverage for the listed hours at the venues listed. If additional coverage hours are requested on the day of the events, [Client.FirstName] [Client.LastName] agrees to pay Zoommemories Co.Ltd. in full for those additional hours at the hourly rate listed in this contract.

Zoommemories Co.Ltd. agrees to make every effort to provide satisfactory coverage, but cannot make any guarantees as to specific photos, poses, etc during the event.

Image Processing

Zoommemories Co. Ltd. Will perform limited color correction and retouching prior to delivering any physical copies of images to [Client.FirstName] [Client.LastName]. If [Client.FirstName] [Client.LastName] requests a digital copy of their images, Zoommemories Co.Ltd. will provide three image sets: black & white, original color, and corrected/retouched copies Zoommemories Co.Ltd. is not responsible for the printed copies of images delivered to [Client.FirstName] [Client.LastName]t as electronic files. [Client.FirstName] [Client.LastName] may request additional physical copies of images and footage from the event within 7 days of [Shoot.DateTime].

Model Release

This portrait photography contract serves as a model release. This grants  Zoommemories.Co.Ltd. the right to use all images and footage without restriction for advertising, portfolios, and other lawful purposes. [Client.FirstName][Client.LastName] waives the right to inspect any images produces using the images or footage from the events in this contract, and the right to restrict the use of the images or footage from the listed events by Zoommemories.Co.Ltd.

Copyright

All photographs and footage are and shall remain the sole intellectual property of Zoommemories Co. Ltd.in accordance with United States Copyright Laws. [Client.FirstName] [Client.LastName] hereby waives any rights to intellectual property ownership, monetization, or reproduction of the images and footage created by  Zoommemories.Co.Ltd. with exception to the terms of any formal written releases provided to [Client.FirstName][Client.LastName] by Zoommemories Co.Ltd.

Unauthorized Reproduction

[Client.LastName] agrees not to reproduce or modify the images or footage provided by [Zoommemories Co.Ltd.without first obtaining a formal written release signed by Zoommemories.Co.Ltd. Should Zoommemories.Co.Ltd. discover any violations to this agreement, [Client.FirstName][Client.LastName] agrees to be held financially responsible at a rate of $300 per violation.

Approval

I have read, understand, and agree to abide by the terms of this portrait photography contract as they are listed above.

Client Zoommemories Co.Ltd

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