

Family Photography Contract

403.331.7226

www.ruthbergenbraun.com

Ruth Bergen Braun
PHOTOGRAPHY
————— 2022

Contact information

		Photographer
Name		Ruth Bergen Braun
Address		417 20 Royal Oak Plaza NW, Calgary
Phone		403.331.7226
Email		ruthbbraunphotos@gmail.com

Location Information

Name	
Date/Time	
Address	

Financial Agreement

Event	Quantity	Price	
Total			

Deposit 25% _____

Contract Terms

_____ (hereafter referred to as the Client/Clients) and Ruth Bergen Braun agree that Ruth Bergen Braun will provide family photos as outlined. This is a legally binding contract. This contract represents the entire understanding of the requirements, schedules, and payment terms for the photography services above. If there are any disputes of actions resulting in legal proceedings related to this contract such actions shall take place in and be subject to the laws of Alberta Canada. Clients accept sole financial responsibility for any legal fees or related costs incurred in enforcing the terms of this wedding photography contract. Any failure by one or both parties to uphold or enforce a provision of this contract shall not constitute a waiver or any other provision of this contract.

Payment

The Clients agree to retain Ruth Bergen Braun for the services listed above by signing this photography contract and paying a deposit equal to 25% of the total fee listed above. Clients acknowledge 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 photography services shall be due in full not later than 7 days prior to the event . In the event that payment is not made in full by this deadline, Ruth Bergen Braun reserves the right to terminate this contract, retain the initial deposit, and no longer be held liable for providing further services to the Clients.

Cancellation

The Clients may cancel this contract at any time up to 14 days prior. The Clients hereby forfeit their initial deposition in case of cancellation.

Reschedule

The Clients may reschedule the dates of their family photos due to weather. Should Ruth Bergen Braun be unable to accommodate the Client's rescheduled date, the Clients will not be held responsible for the remaining balance of this photography contract, but will forfeit their initial deposit.

Liability

If Ruth Bergen Braun should be unable to provide the goods and services outlined in this contract for any reason, Ruth Bergen Braun agrees to refund any fees paid by the Clients and shall have no further liability with regards to this contract. This limitation of liability also applies to any loss or damage to photographs or other materials after the events listed in this contract. The sole remedy for any actions or claims resulting from Ruth Bergen Braun's inability to deliver the goods and services listed in this contract shall be limited to a refund of monies paid by the Clients to Ruth Bergen Braun.

Digital Media

The Clients acknowledge that Ruth Bergen Braun is not responsible to maintain archives of images after delivering requested images to the Clients. It is the Clients' sole responsibility to download digital images within 7 days of delivery.

Pricing

Ruth Bergen Braun makes no pricing guarantees outside the terms of this contract and the Clients acknowledge that prices for goods and services are subject to change suddenly and without notice.

Responsibilities

Ruth Bergen Braun will be the sole and exclusive photographer for the above listed events. Ruth Bergen Braun is responsible for bringing any equipment likely to be required to conduct the services outlined in this contract. Clients agree to prevent any other photographers or videographers at the events listed in this contract from interfering with Ruth Bergen Braun's performance of her duties.

Ruth Bergen Braun will not be held liable for compromised event coverage due to interference from other parties. Likewise, Ruth Bergen Braun is not responsible for degraded coverage due to environmental issues such as poor event lighting, space, or backdrops.

Client agrees to confirm the event's date, time and location no later than 7 days prior. Client will provide a "shot list" in advance of the event.

Coverage

Ruth Bergen Braun will provide the goods and services listed in this photography contract, including event coverage for the listed hours at the venues listed. If additional photos and/or

coverage are requested on the day of the event, Clients agree to pay Ruth Bergen Braun in full for this additional hours at the hourly rate listed in this contract.

Ruth Bergen Braun 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

Ruth Bergen Braun will perform limited colour correction and retouching prior to delivering digital copies to the Clients. Images may be presented in both colour and/or black & white at the photographer's discretion. The Clients may request prints and or printer recommendations. Prices for prints will be dependent on processor.

Model Release

This photography contract serves as a model release form. This grants Ruth Bergen Braun the right to use all images without restriction for advertising, portfolios, and other lawful purposes. The Clients waive any right to inspect any images produced using the images from the events in this contract and the right to restrict the use of the images by Ruth Bergen Braun.

Copyright

All photographs are and shall remain the sole intellectual property of Ruth Bergen Braun. The Clients hereby waive any rights to intellectual property ownership, commercial use, or reproduction of images created by Ruth Bergen Braun with exception to the terms of a formal written release.

Unauthorized Reproduction

Client agrees not to reproduce or modify the images provided by Ruth Bergen Braun without first obtaining a formal written release signed by Ruth Bergen Braun. Should Ruth Bergen Braun discover any violations to this agreement, the Clients agree to be held financially responsible at a rate of \$300 per violation.

Clients and Photographer (Ruth Bergen Braun) agree and acknowledge this Agreement represents the entire agreement between them. In the event that the Clients or Photographer desire to add or modify any terms, they shall do so in writing to be signed by both parties.

I have read understood, and agree to abide by the terms of this photography contract as listed above.

Signatures/Date

Photographer
