



# TD Creations LLC

*Creative Photography*

*For All Occasions*

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## Event Contract

**Event Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **Time:** \_\_\_\_\_

**Contact Person's Name:** \_\_\_\_\_

Phone #'s: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Address: \_\_\_\_\_

email: \_\_\_\_\_

**Second Contact's Name:** \_\_\_\_\_

Phone #'s: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Address: \_\_\_\_\_

email: \_\_\_\_\_

**Event Planner/ Coordinator: Name** \_\_\_\_\_ **Contact Number:** \_\_\_\_\_

Address: \_\_\_\_\_ email: \_\_\_\_\_

**Event Location/Address:** \_\_\_\_\_

**Time Photography Session Starts:** \_\_\_\_\_ **Ends:** \_\_\_\_\_

**Special Request Photos:** Individual Responsible: \_\_\_\_\_ **Contact Number:** \_\_\_\_\_

Anticipated amount of Guests: \_\_\_\_\_

Other Photography Sessions agreed on: \_\_\_\_\_

**Special Attire Requested for Photographer:** describe \_\_\_\_\_

**Photography Packages and fee agreed on:** \_\_\_\_\_ (plus applicable expenses as described in the contract). A deposit of 10% (\_\_\_\_\_) is due as booking fee to hold your date when this agreement is signed. A payment equalling 25% (\_\_\_\_\_) of the total cost agreed upon is due one hour before the event starts. The balance and any additional fees are due (\_\_\_\_\_) to be paid on the date of viewing of the sample photograph CD.

**Additional Expenses:** This section covers extra time, an additional photographer, travel, accommodation, meal and transport costs and other items that may be of an unusual nature and is to be only filled out on a case by case bases as may be needed. 1. \_\_\_\_\_

2. \_\_\_\_\_

**EVENT PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. **ENTIRE AGREEMENT:** This agreement contains the entire understanding between TD Creations and \_\_\_\_\_ Here after refereed to as THE CLIENT. This agreement is made in good faith between the parties and the signature of all parties testifies to the fact thereof. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.
2. **RESERVATION:** Upon your signature, TD Creations will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of 10% is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted event photography package. THE CLIENT understands and agrees that the entire amount owed for the event photography package described in the contract is due on the viewing of the sample CD.
3. **PRE-EVENT CONSULTATION:** The parties agree to a pre-event consultation before the event date to finalize the actual shooting times and locations. This can be in person by phone or by email.
4. **SAMPLE DVD VIEWING:** After the wedding, TD Creations will meet with THE CLIENT for viewing of a simple DVD. This Sample DVD will contain the event photographs put to music. The client will be given a chance to request changes in the images and/or music used in the presentation. You as THE CLIENT agree if the balance is not paid on the initial sample DVD viewing, TD Creations will not make a final delivery of the finish DVD or selected prints, until said balance is paid in full. Nor will TD Creations incur any liability and the action can lead to the resulting loss of Reservation Deposit by THE CLIENT

5. **CD EVENT IMAGES:** Will be made available based on the package that is ordered for the event. It can be used to order photographic prints by you as THE CLIENT. Photographs (in both color and black and white) taken at the event will be placed on the CD. All photographs will be of high resolution and will be copyright free there will be no water marks embedded in the images and you will have full authorized use. You as THE CLIENT should as soon as possible provide TD Creations with a list of desired images to be printed, enlarged and/or digitally manipulated (corresponding to the amount of prints agreed upon in this contract). And others you may wish to order. The list should specify which images should be in color, black and white or sepia. Printing of photographs cannot commence prior to TD Creations receipt of this list.
6. **CANCELLATION:** In the event that THE CLIENT cancels the contracted photography services for the event outlined in this contract before the event takes place, the deposit will be forfeited.
7. **EVENT GUIDE:** THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).
8. **COOPERATION:** The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. TD Creations is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to TD Creations. TD Creations recommends that THE CLIENT designate an "event guide" to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.
9. **GUEST COOPERATION:** THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the event day should be planned to make the best use of time from all vendors.

TD Creations will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

10. **MEALS:** The event day can be long and tiresome and take a lot of energy out of a worker, bearing this in mind TD Creations wants to ensure that its workers have the stamina to do a great job we therefore request set places at a table, food, water and juice to be provided for all staff of TD Creations working at the event on the event day. Sufficient time will also be allowed for staff to eat their meal. Our staff are professionals and eating will not interfere with their ability to get great pictures and to get the job done

- 11. 30 MINUTE WINDOW:** The Contact person or their coordinator will allow time before the commencement of the event (30 minute before if necessary) to discuss any issues that may have developed since the last meeting and or communications with TD Creations this will allow to make adjustments if required to insure that the event is photographed successfully. Late starts and arrival of guests or any other reason outside of the photographer's control that prevents the event from occurring, means that TD Creations shall not be held liable for failure to take desired photographs.
- 12. SHOOTING TIME / ADDITIONS:** The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and TD Creations agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the event start late due to any reason whatsoever, TD Creations will not be held liable for any photographs not taken.
- 13. HOUSE RULES:** The photographer is limited by the guidelines of the event/ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines will be attempted by the photographer. However it should be known that it is THE CLIENT'S or their Event Planner/ Coordinator's responsibility to work out compromises with officials to make the event day a success. TD Creations will offer technical recommendations when and where necessary.
- 14. PAYMENTS:** THE CLIENT agrees that a 10% non-refundable deposit is required at the time of contract acceptance and 25% of the package cost is due one hour before the starting time of any scheduled photography shooting of the event. 100% of the remaining balance is due on THE CLIENT'S viewing of the Sample DVD. Payment may be made in cash or check. All payments must clear before final DVD's and/or Final prints are given to THE CLIENT.
- 15. DVD & CD COPIES AND REPRINT ORDERS:** Copies of DVD's & CD's, and Reprints of photos (or additional prints of photos not included in the package, but which is part of the high resolution images provided on CD) may be ordered at any time TD Creations will keep all images of all events for a minimum of five (5) years.
- 16. COMPLETION SCHEDULE:** The post editing and printing process can only start once TD Creations receives the order list for the required images. Digital processing and image manipulation can take anything from 2 - 8 weeks. TD Creations can therefore only provide the final product 2 - 8 weeks from receiving the order list.
- 17. LIMIT OF LIABILITY:** In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. TD Creations will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar cost. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package.

TD Creations takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond TD Creations control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

