



2133 Addison Ave East
Twin Falls, ID 83301
(650) 733-4522
jim@addisonphoto.com

Prom Photography Agreement

Date of Event _____

Contact's Name _____

Group Name _____

Address _____

Address _____

City St Zip _____

City St Zip _____

Cell _____ Home _____ Work _____

Anticipated number of attendees _____

Primary Location: _____ Phone _____ Time _____

Other Event Location: _____ Phone _____ Time _____

Special Requests _____

- In order to provide the finest in photographic coverage, the following terms are agreed to: Addison Photography Studios guarantees that, with the cooperation of the event participants, we will do our utmost to create images in keeping the standard of excellence for which we pride ourselves.
- **This Contract stipulates a guaranteed purchase of at least 40% of attendees or \$300.00, whichever is greater.**
- No minimum quantity of images is guaranteed; the images included will depend on the photographer's portrayal of the events of the day and are included at Addison Photography Studios' sole discretion. No particular image is guaranteed to be supplied or included.
- It is understood Addison Photography Studios is the exclusive official photographer retained to perform the photographic services requested on this Contract.
- Addison Photography Studios may substitute another photographer to take the photographs in the event of Photographers illness or of scheduling conflicts. In the event of such substitution, Addison Photography Studios warrants that the photographer taking the photographs shall be a competent professional.
- No part of any order, including previews, will be delivered until the balance is paid in full.
- Addison Photography Studios reserves the right to use negatives and/or reproductions for advertising, display, publication or other purposes. Negatives and previews remain the exclusive property of Addison Photography Studios.
- Upon signature and paid retainer, Addison Photography Studios shall reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, unless the Studio is able to fully replace the cancelled reservation, all retainers/reservation fees are non-refundable, even if the date of the event is changed or if the event is cancelled for any reason.
- If Addison Photography Studios cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return the retainer to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event Addison Photography Studios fails to perform for any other reason, Addison Photography Studios shall not be liable for any amount in excess of the retail value of the Client's order.
- Client is aware that color dyes or inks in photography may fade or discolor over time due to the inherent qualities of dyes or inks, and Client releases Studio from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
- The charges in this Contract are based on Addison Photography Studios' Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
- NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Addison Photography Studios' permission, and violators of this Federal Law will be subject to its civil and criminal penalties.
- This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties.

Date Retainer Rec'd _____

Amount of Retainer _____

Travel Charges _____

Sales Tax _____

Balance Due

<small>0107</small>			
The terms of this agreement are accepted by:			
CLIENT	DATE	STUDIO/PHOTOGRAPHER	DATE