

photographic contract

Contract Offer Date:

Primary Photographer / Contact INFO: dave donato / events@davedonato.com / 561-537-0472

Secondary Photographer or Assistant:

Event Date Client Name(s)

Client Email(s)

Phone(s):

Please indicate if you accept text messages to any of these phones

Main Reception Location

Event Start / End Time: No. Of Guests:

Photographic Contract Details

- Unlimited image-use rights provided to client (client may publish, print, or display any images as desired).
Private / password protected image-viewing / print ordering within my website, 2 year expiration from Event date.
High resolution images in .jpg form provided to client upon completion of editing (through Dropbox download).
- ALTERNATIVE: Custom "dave donato" crystal USB flash-drive available - \$75. Includes shipping.

Definitions: "Photographer" refers to the business of modernArtistry.com. "Client" refers to the commissioning party or company named above, its representatives, or successors. Online proofing is hosted within modernArtistry.com website and it's affiliates.

Payment: Full payment must be received by modernArtistry by the 7th of the month, one month prior to actual event date.

Publishing: Client agrees to provide a copyright credit, photographer named mention, or similar photo-credit to any images from Client's collection of photographs taken by dave donato at Client's Event. This includes any online use such as facebook, Pinterest, Instagram, or similar public profile or public forum. Photographer credit shall be associated to "dave donato" or "modernArtistry.com" as appropriate. Monetary and Legal penalty per image published shall be imposed to any images not represented with the appropriate credit as described here.

Event Cancellation: If at any time the above Event is canceled, money received is non-refundable and held as a credit for a period of 3 years of contract date, minus \$750 (\$750 non-refundable fee to Artist for holding the previously canceled date). Balances are transferable by permission and proper paperwork transfer.

Photographer Cancellation: In the event of this photographer cancellation, modernArtistry reserves the right to pursue every effort necessary to find a suitable replacement photographer within our company, or through our outside network of professionals. Client does retain the right of refusal of our replacement photographer. If a replacement cannot be agreed upon, all money paid by client for the original photographer will be refunded within 90 days of Event date.

Client Default: In the event of non-payment or other breach of this Agreement by Client, Client shall pay all of modernArtistry.com's costs and expenses incurred in connection with enforcement of the terms of this agreement, including Photographer's reasonable attorney's fees.

Grant of Rights: Client and Photographer share copyright without expiration for either party. Either party may use all final images taken for suitable purposes, in both print and public exhibit. Client may not assign or transfer this shared copyright license.

Alterations: Client will not make or permit any alterations, additions, or subtractions in respect of the photographs, including without limitation any digital manipulation or synthesizing of the photographs, alone or with any other material, by use of computer or other electronic means or any other method or means now or hereafter known. THERE ARE NO EXCEPTIONS.

Meals / Breaks: Photographer will stop work for a brief period to eat simultaneous to the guest's meal, and agrees that a break shall not interrupt photographer's assignment during Event; Client agrees to provide photographer with a meal if contracted over a 4 hour period, equal in quality and quantity to that of the guests at the Event.

Releases: Photographer is not responsible for obtaining model, property, or other releases in connection with any of the photographs licensed herein unless specifically stated herein.

Image Storage: Photographer and modernArtistry.com will provide images to client upon completion, then promises to store and hold all digital photographs from this Event for a period of 2 years from Event date. After this time photographer and / or modernArtistry.com is not responsible for lost, misplaced, corrupt, or any other degradation or loss of these image files.

Client agrees: dave donato / photographers of modernArtistry.com are the only professional photographers allowed at this event.

This agreement shall be deemed to be a contract made under the laws of the United States of America and the State of Massachusetts and for all purposes shall be interpreted in its entirety in accordance with these laws. In the event of any award or judgment in favor of Photographer, or any settlement between Photographer and Client, arising from effecting and protecting Photographer's rights and benefits hereunder, Client shall pay all costs and expenses incurred by Photographer and/or Photographer's legal counsel related thereto, including, but not limited to, reasonable legal fees, arbitration and court costs, associated expenses, and legal interest on such award, judgment, or settlement.

CONTRACT MUST BE SIGNED BY CLIENT, AND RETURNED WITH PAYMENT WITHIN 3 CALENDAR DAYS of the "Offer Date" above to be considered in force.

Contract Amt.: Deposit: Bal. Due:
Client Signature: dated: modernArtistry.com Signature: