

Contracting Parties

Name (Primary): _____

Name (Secondary): _____

Address: _____

Address: _____

City: _____

City: _____

State, Zip Code: _____

State, Zip Code: _____

Phone: _____

Phone: _____

***Please note any address changes that may occur after the event.**

Event Information

Event Venue #1: _____

Event Venue #2: _____

Event Date: _____

Event Date: _____

Start/End Time: _____

Start/End Time: _____

Address: _____

Address: _____

City: _____

City: _____

State, Zip Code: _____

State, Zip Code: _____

Phone: _____

Phone: _____

Event Venue #3: _____

Event Venue #4: _____

Event Date: _____

Event Date: _____

Start/End Time: _____

Start/End Time: _____

Address: _____

Address: _____

City: _____

City: _____

State, Zip Code: _____

State, Zip Code: _____

Phone: _____

Phone: _____

Event Day Contact (name and number for a cell phone that will be turned on the day of the events)

Contact Name: _____

Cell #: _____

Alternate Contact Name: _____

Cell #: _____

This Agreement is made effective for all purposes in all respects as of _____ (current date) by and between Fields Studios LLC, hereinafter referred to as "the COMPANY" and _____, hereinafter referred to as "The CLIENT" relating to the event(s) detailed below, hereinafter referred to as "The EVENT(S)".

ENTIRE AGREEMENT: This agreement contains the entire understanding between the COMPANY and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: A signed contract and retainer fee are required to reserve the dates and times of the EVENT(S). If the EVENT(S) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the CLIENT, the retainer fee is non-refundable and shall be retained for liquidated damages to The COMPANY. The CLIENT shall also be responsible for payment for any of the COMPANY's materials charges incurred up to time of cancellation.

EVENT SCHEDULE: The client agrees to confirm the schedule one-week prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY by the CLIENT.

SAFETY: The COMPANY reserves the right to terminate coverage and leave the location of the EVENT(S) if the photographer from the COMPANY experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT(S); or in the event that the safety of the photographer from the COMPANY is in question.

SHOOTING TIME / ADDITIONS: The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the EVENT(S), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT.

RESPONSIBILITIES: The COMPANY is not responsible for compromised coverage due to causes beyond the control of the COMPANY including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, rendering of decorations, or restrictions of the locations. The COMPANY is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. The COMPANY is not held liable for missed coverage of any part of the EVENT(S). The COMPANY will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S).

VENUE AND LOCATION LIMITATIONS: The COMPANY is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the COMPANY will offer technical recommendations only.

PERMITS: The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the COMPANY will be performing services.

FILM and COPYRIGHTS: The photographs produced by the COMPANY are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the COMPANY's explicitly written permission. If the CLIENT has purchased an "Image DVD" from the COMPANY, upon final payment by the CLIENT, limited copyright ownership of the resulting images will be transferred to the CLIENT. If the CLIENT has purchased an "Image DVD" from the COMPANY, the COMPANY grants the CLIENT permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to the COMPANY. The CLIENT must obtain written permission from the COMPANY prior to publishing or selling the photographs.

MODEL RELEASE: The CLIENT hereby assigns the COMPANY the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images.

LIMIT OF LIABILITY: In the unlikely event that the assigned photographer from the COMPANY is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the COMPANY, the COMPANY will make every effort to secure a replacement. If the 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(S).

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the COMPANY's control, including but not limited to camera, hard drive, or equipment malfunction, the COMPANY liability is limited to the return of all payments received for the EVENT(S). 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. The COMPANY is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

CAPTURE AND DELIVERY: The COMPANY is not liable to deliver every image taken at the event. The determination of images delivered to the CLIENT is left to the discretion of the COMPANY.

POST PRODUCTION AND EDITING: The final post production and editing styles, effects, and overall look of the images are left to the discretion of the COMPANY.

PAYMENT SCHEDULE: The aforementioned 33% non-refundable retainer fee is due at the time of signing of agreement. The remaining balance is payable in full prior to or the day of the EVENT(S). In the event the CLIENT fails to remit payment as specified, the COMPANY shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT(S). Returned checks will be assessed a \$5 non-sufficient funds fee.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Client Signature: _____

Company Signature: _____

Date: _____

Date: _____

Design Contact (point of contact for design work)

Client Name: _____

Email: _____

Project Name: _____

Cell #: _____

This Agreement is made effective for all purposes in all respects as of _____ (current date) by and between Fields Studios LLC, hereinafter referred to as "the DESIGNER" and _____, hereinafter referred to as "The CLIENT". In consideration of the mutual agreement made herein, both parties agree as follows:

WORK: The Designer agrees to produce project materials (the "Work") at the request of the client for fees agreed upon in advance and delivery of the Work by an agreed-upon deadline. Designer agrees that he will be the sole author of the Work, which will be original work and free of plagiarism. Designer will cooperate with Client in editing and otherwise reviewing the Work prior to completion and launch.

CONFIDENTIALITY: Designer acknowledges that he may receive or have access to information which relates to the Client's past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. Designer agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to Designer before this Agreement is signed or afterward. Unless strict confidentiality is requested by Client in advance of the establishment of this contract, Designer can display materials and final work created for Client on the Designer's website, www.fieldsstudios.com, and all social media sites.

COMPENSATION: Client agrees to pay Designer 50% of the total project cost before any services are provided, and the remaining 50% is to be paid before any workable files are delivered. If the parameters of the Work change, or if it involves more time than estimated, Designer will inform Client and they can renegotiate the Work's cost. Designer is responsible for the payment of all federal, state, and/or local taxes with respect to the services he performs for the client as an independent contractor. The Client will not treat Designer as an employee for any purpose.

PRINTING: All printing cost is separate from the created design, and is the Client's responsibility. Printing prices range by format, color, and paper type. Standard printing time is 5-7 business days.

CLIENT APPROVAL: Upon acceptance of the Work, Client accepts responsibility for any further processes in which this work is used (e.g. film outpost, printing, etc.) Designer is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work by the Client.

CANCELLATION: Both parties understand that Client or Designer may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done towards the completion of the project based on the percentage of the project completed that is determined by Designer. Should Client cancel the project following its completion, Client is responsible for full payment as per the agreed upon estimate plus all expenses incurred. In the event of cancellation, Designer retains ownership of all copyrights and original work created.

ACCEPTANCE OF TERMS: Client promises to pay for the services rendered by Designer for the Work as agreed upon. By signing below, Client agrees they have read, understood, and are considered legally bonded to these terms.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Client Signature: _____

Company Signature: _____

Date: _____

Date: _____