



**Daniel Gohstand Photography**

**www.danielphoto.com**

**daniel@danielphoto.com**

**PO Box 347029 San Francisco, CA 94134 USA (415) 586-8105**

**PHOTOGRAPHY AGREEMENT**

Event Day \_\_\_\_\_ Event Date \_\_\_\_\_

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ Email \_\_\_\_\_

Alternate Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ Email \_\_\_\_\_

Address, Phone and Email After Event (if different from above) \_\_\_\_\_

1. This constitutes an agreement for photography services and photographs. Any and all copyrights remain the property of Danielphoto.com. Any and all negatives, transparencies, digital images and media, and any other originals remain the property of Danielphoto.com, and may be used for promotion, publication, advertising, commercial application, gallery display, stock, or any purpose desired by Danielphoto.com, including those for profit. Danielphoto.com retains any and all copyrights in the event of sale of negatives or digital files to client. Client irrevocably and absolutely gives consent to the unrestricted use by Daniel Gohstand and danielphoto.com and its/his successors, assigns, and designees, and those acting with Danielphoto.com’s permission and authority, of client’s name and any and all photographic or other images of client that danielphoto.com creates or makes, for all purposes, in any form, and in any and all media, including, without limitation, advertising, solicitation, or trade. All persons attending the event contracted for are thereby giving like consent to use images in which they are depicted without further notification, agreement, or compensation by Danielphoto.com.

2. Client’s use of images taken by Danielphoto.com shall be limited to personal use only, and they may not be used for profit, commercial use, or for any other use other than that for which original purchase was made, without the prior written consent of Danielphoto.com on terms agreed to in writing between Danielphoto.com and client. Client shall obtain prints, other hard copies, or digital images or media for personal use only, and shall not sell said prints, other hard copies, or digital images or media, or authorize any reproduction thereof by parties other than Danielphoto.com. It is illegal to copy, scan, or otherwise reproduce photographs or digital images taken by Danielphoto.com without prior written permission.

3. In an effort to coordinate schedules, if applicable, Daniel Gohstand respectfully requires that he and any Assistants be invited to dine as guests, and that they be included in your seating arrangements. Client is responsible for making these arrangements with the caterer or server.

4. No other professional still photographer shall be allowed to photograph at the wedding while photographer Daniel Gohstand is working, without prior written arrangement. Any amateur photographers may photograph as they please, provided they respect Daniel Gohstand’s need to freely access the event, and to work unencumbered. Daniel Gohstand requires complete creative license.

5. In the event Danielphoto.com fails to comply with the terms of this agreement for any reason, including but not limited to loss or damage of film or digital images, equipment malfunction, family emergency, personal illness or injury, or negligence, Danielphoto.com’s maximum liability is limited to refund of total monies remitted. The client will indemnify Danielphoto.com, and will hold it and its contractors harmless from any liability for claims for damage for personal injury, property damage, and/or incidental or consequential damages for any non-compliance with this agreement. In no event shall any remedies paid by Danielphoto.com exceed the value of this agreement.

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## PHOTOGRAPHY AGREEMENT, CONTINUED

6. Upon signature below, Danielphoto.com reserves the time and date agreed upon, and will not make other reservations for that time and date. All retainers and payments are non-refundable, even if the date of the event is changed, or the event cancelled. Payments are due in thirds, with the first third due upon contracting for services, the second third due ninety days prior to the event day, and the final third due upon Daniel Gohstand's arrival on the event day.

7. Orders for items not included in client's original photography plan, including but not limited to albums and additional prints, overtime, and all other additional items and services, must be paid for in full when ordered, including sales tax and applicable shipping charges, and will be billed at the rates which are in effect at the time the order is placed. Such rates are subject to change without notice. The maximum number of images allowed per side in a Portfolio album is 2.5. The maximum number of images allowed per side in Exhibition or smaller albums is album is 2. Daniel Gohstand's presentation is constantly evolving; the specifications for all items are subject to change without notice.

8. This agreement incorporates the entire understanding of the parties. Any modification of this agreement must be in writing and signed by all parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this agreement. This agreement shall be governed by the laws of the State of California.

### All terms and conditions of this agreement are understood and agreed upon:

Signature of contracting party \_\_\_\_\_

Date Signed \_\_\_\_\_

Signature of photographer \_\_\_\_\_

Date Signed \_\_\_\_\_

Photography Plan \_\_\_\_\_ Including up to \_\_\_\_\_ hours coverage, and additional items: \_\_\_\_\_

Plan Price \_\_\_\_\_

Additional Items \_\_\_\_\_

Subtotal \_\_\_\_\_

Sales Tax (8 1/2%) \_\_\_\_\_

Travel \_\_\_\_\_

Other Non-taxable Items \_\_\_\_\_

Total Due \_\_\_\_\_ = three installments of \_\_\_\_\_ :

the first payable with contract, the second on \_\_\_\_\_ ,

the third upon Gohstand's arrival at event on \_\_\_\_\_

Amount Paid \_\_\_\_\_

Remaining Amount Due \_\_\_\_\_