



CUTTING EDGE
IMAGES, INC.

AGREEMENT FOR PARTY/EVENT PHOTOGRAPHY

CLIENT NAME(S): _____ PHONE: _____

HOME ADDRESS: _____

DATE/TIME OF PARTY: _____

EVENT LOCATION NAME: _____

ADDRESS: _____

EXPECTED # OF GUESTS: _____

SPECIAL REQUEST: _____

1. All parties understand that this agreement is a contract for photographs.
2. Cutting Edge Images, Inc. will photograph the Party/Event Stated above only.
3. All the photographs become the property of the contracting party.
4. At no cost to the contracting party, Cutting Edge Images, Inc. reserves the right to create duplicate photographs, at the time of the initial printing, to be used for future business illustrations or advertising.
5. All care will be taken with the negatives and photographs; Cutting Edge Images, Inc. limits all liability for loss, damage, stolen or failure to deliver for any reason to a complete refund of all payments made.
6. A **non-refundable deposit** of 50% of the subtotal calculated below will be paid upon signature of this contract (50% deposit is for initial balance/contracted rate \$400 or under. Anything over \$400 will be charged a 20% deposit). **DEPOSIT IS DUE NO LATER THAN TWO WEEKS PRIOR TO YOUR PARTY/EVENT.** If payment is not received by this date, your event may be subject to being double booked or even replaced. Payment of deposit guarantees that Cutting Edge Images, Inc. reserves the date(s) for the event. No other event will be reserved for those date(s) and time if deposit is received on time. The adjusted balance due is to be paid upon delivery of the photographs. Please refer to the last page of the contract for review of pricing options.
7. This contract states that Cutting Edge Images, Inc. will be the photographer of your event for a maximum of 4 hours at the contracted rate of your package choice. **Any photographic services rendered/required over this time frame will be prorated at \$100/hour.**
8. Cutting Edge Images, Inc. reserves the right to hire another photographer in the event of illness or scheduling conflict. In the event of such substitution, photographer warrants that the hired photographer will be a competent professional.
9. If I, Cutting Edge Images, Inc., am unable to 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 illness or emergency, then the

deposit shall be fully returned to the signing 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 or other media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the photographer.

10. Upgrades in package selection after the initial signing of this contract are subject to prices at the time of upgrade.

11. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and client releases Cutting Edge Images, Inc. from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

12. Client is aware that he/she must inform photographer prior to the event of any special photographs that are to be taken on event day. Any missed photographs are not the responsibility of the photographer, if the photographer was not made aware of a particular photo that needed to be taken. Cutting Edge Images, Inc. will act in accordance with event standards to ensure all special moments are captured, but will not be held responsible for persons not photographed.

13. Upon completion of your event, all UNEDITED photos will be uploaded to the company website at www.ceimagesinc.com to be selected by the client as photos to be edited. After the selection process, the photos selected by the client will be edited by Cutting Edge Images, Inc. and downloaded on to a DVD (if this package option is selected) to be sent to the client for personal reproduction only. By signing this contract, Client and Cutting Edge Images, Inc. agree that the photos can be reproduced by the client for personal reproduction only, and that this is a copyright release for said purpose.

14. Please note, that absolutely NO UNEDITED PHOTOS will be given to the client prior to them being edited by the photographer. This is to ensure that all photographs posted on social media or otherwise distributed will be of top quality and up to Cutting Edge Images, Inc. quality standards. If the client uses any photos on social media, for personal use, or otherwise used without photographer's permission will be subject to payment of \$35/photo (or what it would cost to download high-res file), and possible legal action. Using photos without photographer's permission is against copyright law and can be subject to legal action.

15. Only basic photo touchups will be done to the photographs free of charge (color correction, cropping, and brightness correction.) All other edits requested by the signing party will be charged at a rate of \$10/photo. This includes, but is not limited to, fixing double chins, removing people/objects from photos, etc.

16. Please allow up to 1 week after your event for the original unedited photos to be posted on the website for selection. After that, please allow an additional 2-4 weeks for editing of client-selected images before the DVD will be mailed out to ensure a top-quality editing process. **It is highly recommended that clients not demand photos prior to these deadlines to ensure top quality editing of your photographs. Due to the large quantity of photographs taken during Parties/Events (to ensure variety), Cutting Edge Images, Inc. takes great pride in ensuring all photographs are edited to top quality that positively represents the high standard Cutting Edge Images Inc., represents. We want all your photos to be amazing, and you can't rush greatness!**

17. **NOTICE OF COPYRIGHT:** It is ILLEGAL to copy or reproduce these photographs or videos for commercial purposes without the permission of Cutting Edge Images, Inc., and violators of this Federal Law will be subject to its civil and criminal penalties.

18. All photos posted on social media, printed, or otherwise distributed may not be done so without photographer consent if prior to full editing and distribution of said photographs to the client/signing party. If the signing party/client distributes photos, prints them, posts on social media, or otherwise distributes photos and/or files prior to receiving fully edited photos, the client will be charged accordingly for said photos. Legal action may be taken if client refuses payment.

19. This contract incorporates the entire understanding of the parties and is governed by the laws of Atlanta, Georgia. Any modifications of this contract must be in writing and signed by both parties.

20. **Late Payment Policy:** All payments must be due IN FULL within **30 days** of the completion of your event unless otherwise worked out between client and the photographer. All late payments past that due date will be subject to an additional 10% charge on your remaining balance for every 30 days thereafter that full payment is not received. Please understand that contracting party is more than happy to work out a payment schedule if need be, however, this must be agreed to before the contract is first signed.

21. **Travel:** Travel expenses are included in the package prices, so long as travel is 8 miles or less from the photographer's business address. All mileage over the 8mile cap will be charged at a rate of \$.50/mile. per mile.

Package Pricing Breakdown:

Option 1: \$100/hour rate w/o DVD

Option 2: \$175/hour rate w/DVD Included

Package:	
-	
Subtotal	
(Less) Initial 20% Deposit	
Balance Due	
Add on extras	
Final Total	

Please mail all monies to 1002 Brookhaven Way NE Atlanta, Ga 30319. Make all checks payable to "CUTTING EDGE IMAGES, INC."

By signing below, I have acknowledged that I have read and understood this agreement, including the terms and conditions, and agree to be bound by them.

Photo date/time to be reserved:

Date: _____ Time: _____

Location: _____

Photographer: _____
(print)

Client/Contracting Party: _____
(print)

Signature: _____

Signature: _____

Date: _____

Date: _____