



FULL TERMS, CONDITIONS & CONTRACT
FOR PHOTOGRAPHY SERVICES

2022



SHORTIE ZITO PHOTOGRAPHY

TERMS, CONDITIONS & CONTRACT FOR PHOTOGRAPHY SERVICES – 2022

Entire Agreement: This agreement contains the entire understanding between the Clients and the Photographer.

The following Terms & Conditions apply to all photography services offered/provided by Shortie Zito Photography in 2022.

The following agreement is between:

_____, hereinafter referred to as the "Client", and

Christina 'Shortie' Zito, Owner/Photographer of Shortie Zito Photography, hereinafter referred to as the "Photographer".

Booking Details

Date: _____ Start Time: _____ End Time: _____

Location(s): _____

Client Contact - 1

Name: _____ Ph: _____

Email: _____

Client Contact - 2

Name: _____ Ph: _____

Email: _____

Additional Contact (optional)

Name: _____ Ph: _____

Additional contact(s) (if provided) must be contactable on the day of the booking.



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Confirmation: A signed copy of "Terms, Conditions & Contract" and payment of the booking fee are necessary to confirm the stated services from the Photographer.

Pre-Event/Shoot Consultation: This normally happens at the time of booking.

The Clients will outline broadly what is required and the Photographer will advise on planning, logistics and timings where needed. If required, the Clients are welcome to arrange a meeting for an additional chat closer to the time of the booking date (about 2 weeks) to iron out the remaining details. In any case we will contact you via email a few days before the day to ensure that there have been no last-minute changes.

Cooperation: The Clients and the Photographer consent to happily cooperating and communicating with each other to achieve the best possible result within the understanding of this contract.

During social events, it is recommended that the Photographer be provided with a helper (usually a colleague or close friend/family member) who will point out key individuals to be photographed. The Photographer may also require the assistance of the helper in organizing family groups. Alternatively, the photographer is happy to be provided with a shot-list/guide by the client. The Clients also agree to give the Photographer sufficient warning of key events to give the Photographer time to prepare e.g. Bouquet throwing, cutting the cake, performances/entertainment, etc.

Please note that not all guests at events like having their photo taken. In such cases the Photographer will use their discretion but cannot be held responsible for a lack of photos of these people.

The Schedule: Our shooting schedule, style of working and experience are designed to achieve a great set of photos for the Clients, accomplished with good humour and enjoyed by all concerned. Both the Clients and the Photographers therefore agree that punctuality and cheerful cooperation are essential to producing outstanding photographic results.

In cases where the event/booking does not run on-time (for example, extreme lateness by one of the Clients arriving to the venue) we cannot guarantee to take our normal set of photos although in such circumstances we will do our absolute best to compensate.

Weddings/Formal Events - Paparazzi Guests: All your guests will have digital cameras and all your guests will want to photograph the Clients. In the spirit of cheerful cooperation, the Clients agree to give the Photographers precedence over the guests in order to take the photographs required for the wedding services described above. We cannot be held liable for a lack of wedding photos if guests taking their own photos of the Clients continually interrupt the Photographer's work.

House Rules: Note the Photographers are sometimes limited by rules imposed by registrars, ministers and venue management as to what can and cannot be done. For example, some ministers insist that no flash photography is allowed, and others will insist that the Photographers shoot from a specific location. In such circumstances the Clients agree to accept the technical limitations that may be imposed on the equipment used. We advise the Clients to make themselves aware of the rules of the venue concerned and if necessary, negotiate with the personnel concerned.

Limit of Liability: If a photographer is too ill or becomes injured and cannot supply the photographic services specified above, the Photographer will try to book a replacement. In the event a replacement photographer cannot be arranged, please refer to the **Cancellations, Refunds & COVID Policy** on the following page.

The Photographers have working methods in place to prevent loss or damage to your images. However, there is the unlikely possibility that images may be lost, stolen, or destroyed for reasons in or beyond our control. In these circumstances liability is limited to the return of fees paid for the service or part thereof according to the percentage of images supplied.



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Client and Photographer Agreement

Copyright/Ownership

All final images are the property of Christina Zito of Shortie Zito Photography.

Copyright Law: The copyright of photographs remains with the Photographer.

The Photographer grants the Clients permission to make copies of the images under the following conditions:

1. The images taken by the Photographer are for personal use by the Clients and their friends and relatives.
2. Credit/Acknowledgement to the Photographer is required with any form of use.
3. Sale, Publication, or any Commercial use of the images is not allowed without prior permission from the Photographer.

Model Release: The Clients grant the Photographer and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the Clients for editorial, competition, advertising, and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images.

The Clients hereby release the Photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

Where applicable, a contact sheet with a selection of examples/samples of the final mages will be sent to the client for choosing.

Booking Fee/Deposit

Confirmation of Booking/Deposit

A 50% deposit is required to secure your booking.

To lock in your booking, a minimum deposit is required within 14 days of receiving your invoice. With the balance of the amount agreed due on or before the day prior of your booking.

Deposit amount required: 50% of the agreed amount - Full Payment Details provided when invoiced.



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Cancellations, Refunds & COVID Policy

In the event of:

1. the Client(s) cancelling (for any reason) any time prior to 30 days before the booking: 100% of any payment made is completely refundable
2. the Client(s) cancelling (for any reason) within 30 days of the booking: the client will forfeit the 50% of any payment made.
This is then stored as a credit which you can use towards any future bookings with Shortie Zito.
3. the Photographer cancelling, we will try our best to replace them, however if we are unable to secure a replacement:
 - for non-COVID related reasons: the Photographer will forfeit 100% of any payment made.
 - for COVID related reasons (i.e.. isolation requirements, etc): the Photographer will forfeit 70% of any payment made.*Any fees forfeited by the client will be considered as liquidated damages to the Photographer.*

Final Images & Turn Over Time

WHEN: Within 6 Weeks* of your booking date. *Turn over time can vary, depending on the chosen package/number of images.

HOW: Your final images will be presented digitally, via Dropbox.
Which will contain the following:

- ☐ High-resolution, un-watermarked images for viewing/printing.
- ☐ Low-resolution, watermarked images for web/social media.

Amount agreed: \$_____ Booking fee/Deposit: \$_____

The booking fee is due within 14 business days of receiving your invoice.

Required minimum deposit amount: **50%** of Booking fee, with the balance of the amount agreed due on or before the day prior of your booking.

Weddings/Formal/Social Events: The Clients agree to provide a meal for the Photographer(s) if the length of attendance exceeds five hours.



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We, the Client, have read and understood the contents of this contract and agree to the terms therein.

Client 1

Print Name: _____ Signature: _____ Date: _____

Client 2

Print Name: _____ Signature: _____ Date: _____

Photographer

Print Name: _____ Signature: _____ Date: _____