

John HULTGREN Photography®

John Hultgren Photography
2306 Raleigh Ln
Louisville KY 40206
(502) 632-4000
john@hultgren.org

John Hultgren Photography
EIN: 32-0170827

Photography Assignment Contract

This Agreement is made effective for all purposes in all respects as of _____ by and between John Hultgren Photography, 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 liquidated damages to the COMPANY. The CLIENT shall also be responsible for payment for any of the COMPANY's materials and travel expenses incurred up to time of cancellation, including any return travel expenses.

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 to 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 s 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.

EXPENSES INCURRED: When applicable, the CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by the CLIENT.

TRAVEL EXPENSES: All travel mileage expenses are based on the distance between the EVENT location(s) and the COMPANY address. For all EVENT(S), roundtrip miles are charged at the standard business mileage rate as published by the Internal Revenue Service. Air trael and required public transportation is reimbursable in full upon presentation of receipts. When an overnight stay is required, a daily allowance to cover lodging and living expenses as published by the General Services Administration will be reimbursed by the CLIENT. Any travel adding up to over 500 miles counts as a reimbursable per diem day. The first and last days of travel are billed at 75% of the daily General Services Administration per diem rate, while all other days of travel are billed at the full daily General Services Administration per diem rate. If any meals or lodging are provided by the CLIENT, then the per diem rate for that specific meal, or lodging, will be considered paid.

RESPONSIBILITIES: The COMPANY is not responsible for compromised coverage due to causes beyond the control of the COMPANY including but not limited to obtrusive bystanders, lateness of the CLIENT or other people, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, rendering of subjects or other 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 subjects 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.

COPYRIGHTS and LICENSE: 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 permission. Photographic prints may be ordered from our COMPANY and used by the CLIENT in any legal manner. If the CLIENT has purchased an electronic digital photograph from our COMPANY, upon final payment by the CLIENT, a limited license for the purchased image(s) will be provided to the CLIENT by the COMPANY. This limited license is a perpetual, non-exclusive, non-transferable, worldwide license to use the purchased image(s) or video(s) (hereinafter referred to as "MEDIA") for permitted commercial purposes. Permitted commercial purposes are defined as:

- use for advertising, promotional, brochures, and packaging purposes;
- as part of a commercial website for promotional purposes (maximum 800 x 600 pixels);
- creation of photographic prints, posters, flyers, or tearsheets for promotional purposes (not for resale) or other commercial display of MEDIA;
- use in magazines, books, newspapers, and other printed publications; and
- use in video, broadcast media, and theatrical productions.

This limited license has restrictions which include:

- The CLIENT may not resell, relicense, or redistribute MEDIA without the express written permission from the COMPANY.
- The CLIENT may not use MEDIA as part of a derivative work, and reselling or redistributing such derivative work is prohibited.
- MEDIA may not be used in a pornographic, obscene, illegal, immoral, libelous or defamatory manner.
- MEDIA may not be incorporated into trademarks, logos, or service marks.
- MEDIA may not be made available for download.

The COMPANY retains all rights, license, copyright, title and ownership of the MEDIA.

MODEL RELEASE: The CLIENT hereby assigns the COMPANY the irrevocable and unrestricted right to use and publish photographs of the CLIENT and the CLIENT's property , or in which the CLIENT or CLIENT's property 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 is responsible for obtaining model releases from each of their employees and any other models appearing in the photographs and these model releases will extend these same rights to the COMPANY. The CLIENT is responsible for storing and maintaining the signed model releases. The CLIENT releases all claim to profits that may arise from use of images.

LIMIT OF LIABILITY: In the unlikely event that the COMPANY photographer 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 EVENT time and date. 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. Every attempt will be made to make these images available to the CLIENT within one week of the EVENT, but a delivery date is not guaranteed.

PAYMENT SCHEDULE: A retainer fee equal to 25% of the package price is due at the time of signing and scheduling the agreement. The remaining balance is payable in full thirty (30) calendar days following 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 and retain any monies already paid. Returned checks will be assessed a \$35 non-sufficient funds fee.

PRICING: Services or merchandise not included in this initial contract, such as photographic prints, will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers and coupons have no intrinsic cash value and may only be applied toward merchandise purchased from the COMPANY.

RESCHEDULING: If a scheduled assignment has to be rescheduled by the CLIENT, the COMPANY will reschedule at no additional charge. If a scheduled assignment has to be cancelled, the CLIENT will forfeit the retainer fee. If any travel expenses have been incurred prior to the CLIENT's request to reschedule or cancel, including any return expenses, then the CLIENT is responsible for those expenses.

ACCEPTABLE USE; DISCLAIMER: The COMPANY reserves the right not to photograph content that in the COMPANY's opinion is unlawful, defamatory, obscene, pornographic, indecent, lewd, sexually suggestive, hateful, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable or harmful, including without limitation:

- MEDIA or other Content containing nudity that would be unacceptable in a public museum where minors visit;
- Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, endanger national security, or that would otherwise create liability or violate any local, state, national or international law;
- Content that may infringe or violate any patent, trademark, trade secret, copyright or other intellectual or other proprietary right of any party;
- Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Content that violates the *Standards for Privacy of Individually Identifiable Health Information* as established by the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Private information of any third party, including, without limitation: addresses, phone numbers, email addresses, social security numbers and credit card numbers;
- User Content that, in the sole judgment of the COMPANY, is objectionable, harmful or which restricts or inhibits or exposes the COMPANY to any harm or liability of any nature.

WARRANTIES: The COMPANY's services are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, express or implied, to the full extent permissible by applicable law. The COMPANY will not be liable for any claims for incidental, consequential, or other damages arising out of the license or the CLIENT's use of the Media.

The COMPANY is committed to providing high quality services. The COMPANY may deliver, and CLIENT agrees to accept, image file(s) encoded in an industry-standard data format that the COMPANY may select, at a resolution that the COMPANY determines will be suitable to the reproduction technology and use(s) for which the Image(s) is licensed.

The COMPANY uses cameras and monitors that are color calibrated to industry standards. However, due to variances in other computer monitors, computer software and computer platforms, MEDIA may display differently on other monitors and computer systems. Therefore, neutrals will be set for mathematical neutrality and color will be adjusted for pleasing tonalities.

It is the CLIENT's responsibility to verify that the digital data, including color profile if provided, are suitable for reproduction at the CLIENT's expected quality and color accuracy, and that all necessary steps are taken to ensure correct reproduction. If the data are not deemed suitable, the COMPANY's sole obligation will be to replace or repair the data, but in no event will the COMPANY be liable for poor reproduction quality, delays, losses, expenses, or consequential damages, resulting directly, or indirectly, from defects or errors in digital files or their use.

The COMPANY is not providing the CLIENT with any photographic prints directly but uses a third-party photo lab (known as "SmugMug") to fulfill these services. At the time this agreement was executed, SmugMug offered a "100% print guarantee" within 30 days of receiving your order. SmugMug is responsible for the quality of any of the prints or other merchandise that they produce and the COMPANY offers no warranties on these prints of any kind.

Applicable Law: This contract shall be governed by the Commonwealth of Kentucky and any applicable Federal law.

Signatures:

CLIENT Signature

COMPANY Signature

Printed Name

John Hultgren

Date

Date

MODEL RELEASE

I hereby irrevocably consent to and authorize the use and reproduction by you, or anyone authorized by you, of any and all photographs which you have this day taken of me for any purpose whatsoever, without further compensation to me. All negatives and electronic photographs, together with the prints, shall constitute your property, solely and completely.

Model _____
(Signature of Model)

Printed Name _____

Address _____ Phone _____

City _____ State _____ Zip _____

Signature of Parent/Guardian if Minor _____

Witnessed by _____
(Signature of Witness)

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QUOTE

Quote Date:	
Client Name:	
Client Address:	
Client Contact:	
Client Contact Phone:	
Client Contact E-Mail:	
Event Location:	
Event Start Date and Time:	
Event Ending Date and Time:	

Item		Price
Package Rate		
25% Retainer Fee	Payable when event is scheduled	
Travel Expenses		
Per Diem		
	Total Due:	\$