



[www.rlillc.net](http://www.rlillc.net) | 678.861.7427 | MrJD@rlillc.net

---

### 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 cell phone number that will be 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 **Real Life Images 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)".

- 1) **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.
  
- 2) **RESERVATION:** A signed contract and retainer fee (deposit) are required to reserve the dates and times of the EVENT(S). If the EVENT(S) are rescheduled, postponed, or canceled; or if there is a breach of contract by the CLIENT, the retainer fee is non-refundable and can be 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.
  
- 3) **EVENT SCHEDULE:** Any information not available at time of agreement must be provided to The COMPANY by The CLIENT in a timely matter. 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 in writing.
  
- 4) **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.
  
- 5) **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 at current prevailing rate if not included in the language of the contract.
  1. CLIENT shall ensure that the COMPANY has access to any and all venues at least an hour prior to shooting time for set up and evaluation of location. CLIENT will not be charged any additional fee's during this time unless photographic services are performed during this time.
  2. CLIENT shall ensure that the COMPANY has at least 30 minutes post EVENT for proper breakdown and departure of the venue.
  
- 6) **CAMERA PHONE POLICY:** The COMPANY has the right to deny the use of camera phones in any area designated as a photo area, including but not limited to, COMPANY or CLIENT provided photo area set up, official wedding party or special guest pictures, and in any situation where the use of camera phones will interfere with the operation of the COMPANY's duties.
  
- 7) **EXPENSES INCURRED:** When applicable, the CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by the CLIENT.

- 8) **TRAVEL EXPENSES:** All travel expenses are based on the distance between the EVENT location(s) and the COMPANY studio address. For all EVENT(S), the first **50miles** round trip of travel are included. All miles in excess of **57miles** round trip are charged at **\$ 0.55** per mile.
- 9) **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).
- 10) **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.
- 11) **POWER AND WIFI:** The CLIENT shall confirm with the venue/location of adequate and available power sources and location of the sources. The CLIENT shall ensure that WIFI services are available at venue/location if the CLIENT has booked any *print on sight services* with their package. If such arrangements are unavailable, additional charges may be incurred and/or services may not be available.
- 12) **DAMAGES:** The CLIENT assumes responsibly to any damages to COMPANY equipment being used to execute services for the EVENT due to negligence by any guest in attendance of the EVENT. Evaluation of cost shall be based on the current market price of the item damaged and the extent of the damage.
- 13) **PERMITS:** The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the COMPANY will be performing services.
1. In the event that a venue/location requires documentation from the COMPANY, the CLIENT bears the responsibility in the form of formal communication to inform the COMPANY in adequate time so that documentation can be provided.
- 14) **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.
- 15) **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.
1. The CLIENT bears the responsibilities to inform guest that their attendance at the EVENT is consent of the use of their image or images they may appear in 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.

- 16) **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).
1. 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.
- 17) **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.
- 18) **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. Delivery of finished product(s) will be determined by The Company according to the number of images taken, post production and editing needs. Delivery shall not exceed thirty(30) calendar days from date of completion of EVENT(S).
- 19) **PAYMENT SCHEDULE:** The aforementioned \$\_\_\_\_\_ non-refundable retainer fee (deposit) 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 **\$50.00 non-sufficient funds fee**.
- 20) **PRICING:** The value of the package and services in this agreement are not subject to any price increases or decrease with-in the COMPANY. Services or merchandise not included in this initial contract 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 have no intrinsic cash value and may only be applied toward merchandise purchased from the COMPANY.
- 21) **DISPUTES:** The COMPANY and CLIENT shall attempt to resolve any and all disputes (claims) in accordance with the terms and guidelines aforementioned in this contract. In the event that a mutual agreement is made in resolution to any and all disputes, said resolution will be drafted and signed by both COMPANY and CLIENT. If a mutual agreement can not be reached after an honest effort by all parties involved, dispute will be taken to a third party for mediation in which the resolution shall be absolute.

