



STEPHANIE IP
P H O T O G R A P H Y

SIP BY STEPHANIE IP LLC CONTRACT FOR PHOTOGRAPHIC AND VIDEOGRAPHIC SERVICES

1. Parties.

This is a legal agreement ("Agreement") entered into on ____/____/____ ("Effective Date") between SIP by Stephanie Ip LLC ("Photographer") and _____ ("Client").

2. Services.

Photographer agrees to provide certain photography services ("Services") to Client. Photographer agrees to provide the following line items, and is not required to provide more than the listed package line items. Photographer will perform basic post-processing or digital image editing services on these photos where artistically necessary. Specifically, Photographer will provide Services to Client as follows:

Event Type: _____

Event Date: _____

3. Payment and Delivery Date.

Client will pay Photographer \$_____ ("Total Amount") for Services. Client will pay a non-refundable deposit of at least 25% of Selected Photography Session ("Deposit") to hold the date/time. This Deposit will count toward the Total Amount, and is due at the time this contract is signed. The remainder of the Total Amount is due in _____ installments before the event date, before any photography actually begins. Photo proofs will not be provided until Client has paid in full. Client will receive deliverables under this Agreement approximately 2-4 weeks after the event date. This is only an estimate, however, and is not binding in any way.

4. Cancellations/Rescheduling.

All deposit fees are non-refundable, even if the event date is changed or canceled for any reason. There shall be no refund of any payment made. Client is aware that the Photographer is blocking off the requested event date and turning away all other potential work on that date, therefore, there is no cancellation and no refund is permitted. In the event of a termination of this Agreement by the Client, the Client agrees that all fees already paid to the Photographer, as of the date the notice of termination is received by the Photographer, will be forfeited. Termination by the Client shall be in writing and sent by registered mail to the Photographer. Requests to reschedule will be treated according to the terms outlined in this section.

a. Cancellations/Rescheduling by Client: If Client cancels, then Photographer keeps the Deposit. If Client requests to reschedule, Photographer similarly keeps the Deposit and has no obligation to reschedule. However, if Client wishes to



photography@stephanieip.com



424.247.6327



photography.stephanieip.com

reschedule because of illness or family emergency, then Photographer will attempt to accommodate the request to reschedule by proposing one make-up date/time to Client. The determination of what is an acceptable illness or family emergency is in Photographer's sole discretion. Further, this make-up date/time is in Photographer's sole discretion. If Client cannot attend this make-up date/time, then Photographer has no further obligations to Client and Photographer also keeps the Deposit.

b. Cancellations/Rescheduling by Photographer: If Photographer needs to cancel or reschedule, and Client cannot accommodate any alternative date/time, then the Deposit will be returned to Client and Photographer does not need to perform the Services outlined in this Agreement.

c. Cancellations/Rescheduling due to Inclement Weather: If inclement weather makes it unreasonable for the Photographer and Client to meet, then Photographer and Client will make reasonable efforts to reschedule. Light rain does not constitute inclement weather. If the Photographer and Client cannot agree on a make-up date/time after one month from the original session date, Photographer keeps the Deposit and has no further obligations under this Agreement.

5. Expenses.

Client is responsible for all Out-of-Pocket Expenses such as parking, entry, toll and other expenses directly related to the photographic assignment. Please pay in advance or day of. Client understands that extra charges will apply for extra time booked, at a rate of _____ per hour, billed at 15 minute intervals.

6. Liability.

The Photography and any of the team members or third party associates will not be liable in the unlikely event that a problem arises, whether due to lateness, no show, accident, neglect, human error, loss of materials, acts of God, equipment or other failures. The Photographer is not responsible for loss of, or interference with, the photography due to restrictions on the location, including but not limited to, interference from surrounding devices, access limitations, flash restrictions, and the like. This limitation on liability shall also apply in the event that photographic materials are damaged in processing (digital), lost through camera malfunction, lost in the mail, fire or otherwise lost or damaged without fault on the part of the Photographer. Client understands the unpredictable and non-posed nature of photojournalism (assumption of risk) and waives any right to any civil action due to missed or lost photographs (including but not limited to unintentional infliction of emotional distress and negligence). In the event the Photographer fails to perform for any other reason, the Photographer's liability is limited solely to the return of all payments received from the Client under this Agreement.

7. Permissions to Photograph.

Client will obtain all permissions necessary for Photographer to photograph at the Services. Photographer has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. Client understands and agrees that any failure to obtain these permissions resulting in fines to Photographer, or which prevent Photographer from photographing the event(s) is not the fault, liability, or responsibility of Photographer.

The Client shall insure the placement of the bridal party, the officiant (s) and the altar decorations so as to not obscure the view of the bride and groom. The Photographer will abide by the rules of the church/synagogue in regards to camera placement at the ceremony. Many Cities, counties, state agencies and private venues/businesses are charging a photography permit fee. The Client is responsible for the payment of such fee. In the event Client fails or refuses to pay for any such permit fee despite having been informed by the Photographer that such fee is required, Client is responsible for any and all related costs or fines if applicable.

8. Final Deliverables.

The Photographer makes no guarantee, either expressed or implied, in regard to the quality of the Images, because they are subjective and in addition, may be influenced by many factors beyond the control of the Photographer, especially during live or un-staged events such as weddings. It is also understood that the Client is hiring the Photographer for her technical and artistic expertise and, therefore, the Photographer reserves the right to edit the images as the Photographer sees fit. The Photographer does not guarantee that everyone involved in the event will be photographed or will be included in the final Images. Client is aware that digital files may be corrupted due to inherent media deficiencies and random interference.

9. Event Food Service.

Client has the option to provide the photographer and the team a meal for events of 5 hours or longer. If no meal is provided, it is



understood that the photographer and the team will leave the event for one hour to purchase a meal. The Photographer is not responsible for any photos that may be missed while obtaining a meal.

10. Exclusive Photographer.

The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the wedding and other contracted event(s). Family and friends of the Client shall be permitted to photograph the wedding as long as they shall not interfere (standing in front of or behind the photographer) with the Photographer's duties and do not photograph poses arranged by the Photographer.

11. Copyright.

Photographer retains all copyright in any and all works created pursuant to this Agreement, in any and all formats ("Work"). Photographer grants to Client a limited, non-transferable, non-exclusive license to display the Work for personal, non-commercial purposes. Client may not use the Work for any other purpose, including but not limited to use for financial gain, advertising, editorial purposes, contests, exhibits, or commercial reasons. Any display of the Work on the internet or on social media sites (e.g., Facebook, Instagram, Twitter, etc.) must be accompanied by a caption designating Photographer as the owner of the work. Nothing in this Agreement shall be construed as forming a "work for hire" relationship between Photographer and Client. Client's license is limited solely to displaying the Work for personal, non-commercial purposes. Accordingly, Client may not edit the Work in any way, including but not limited to modifying colors, writing on the Work, or significantly cropping the Work.

12. Formats That Work Will Be Provided to Client.

Photographer will make the Work available to Client in the formats listed in this section. Photographer has no obligation to keep the Work after making Work available to Client, and may destroy the Work at any time thereafter. It is Client's responsibility to preserve the Work.

13. Releases.

Client grants Photographer permission to photograph the people listed in this Agreement, and does not object to the Work being displayed on Photographer's website or promotional materials. Client represents it has the authority to provide the foregoing consents on behalf of the people being photographed, including any minors.

14. Independent Contractor Relationship.

Photographer is an independent contractor, and not an employee of Client. Photographer is allowed to provide photography services to other individuals and businesses. Photographer also is allowed to subcontract all or part of its obligations under this Agreement to other individuals or businesses. Further, Client recognizes that photography encompasses a high degree of artistic subjectivity and discretion, and Client agrees to any and all artistic choices made by Photographer and/or its affiliates.

15. Other Provisions.

This Agreement is governed by the laws of the State of California, without regards to any conflict of law provisions. Further, any action or dispute arising out of or in any way relating to this Agreement shall be heard exclusively by a court of competent jurisdiction in Los Angeles County, California. This Agreement contains the entire agreement of the parties. No oral agreements shall be given any effect. Modifications to this Agreement are not binding unless the modifications are in writing and signed by both parties. The Photographer's failure to enforce one part of this Agreement shall not prevent it from enforcing any other part of this Agreement. If one part of this Agreement is found invalid, the rest of the Agreement stands. Photographer is in no way liable for any direct, indirect, incidental, special, consequential, or exemplary damages, and the maximum damages Client may recover (if any) is the Total Amount paid for Services.

X _____
Date:

Photographer
SIP by Stephanie Ip LLC

X _____
Date:

Client