



Today's Date: _____

Please fill out, sign & return to ashley@cannardphotography.com. Digital signatures are accepted. Thank you!

CLIENT INFORMATION *(Please complete all fields)*

* CLIENT NAME(S)	
* DATE & TIME OF PHOTO SHOOT	
* STREET	
* CITY, STATE, ZIP	
* CELL	
* EMAIL	

EVENT INFORMATION *(if applicable)*

VENUE/LOCATION	
EVENT DATE	
STREET	
CITY, STATE, ZIP	
PHONE	
VENUE'S EMAIL & WEBSITE	



CONTRACT AGREEMENT OVERVIEW

This agreement is between Cannard Photography, operating in the United States, and the signers of this photography agreement, hereinafter referred to as the "Client(s)", collectively referred to as the "Parties". This Contract Agreement contains the entire understanding between Cannard Photography and the Client(s). It supersedes all prior and simultaneous agreements between the Parties.

COPYRIGHT

Possession of and copyright to all products shall remain the property of Cannard Photography even after client has paid in full and Photo Release has been given to the Client and signed by all Parties. Photo Release Form is to be assigned after all photos have been edited by Cannard Photography and chosen and paid for by the Client(s). All photos are copyrighted. The negatives and or digital images (hereinafter collectively the "Images") created by the Photographer and/or subcontractor(s) remain the property of Cannard Photography. Permission is hereby granted unto Cannard Photography to use any images created under this contract for professional samples, displays, internet website pages, advertising, exhibitions, contests, and any other purpose. It is not lawful to copy, scan, reproduce, or post online in forums or elsewhere without the written permission of Cannard Photography without possession of copyright. Violators of this federal law will be subject to the civil and criminal penalties that may apply.

Cannard Photography and/or their subcontractors retain the copyright to all images produced. Upon purchase of digital and or hardcopy Hi-Resolution images, a Photo Release Form to give Client permission to make personal copies of said images will be given to and be signed by the Client. The client understands the images, whether hardcopy or digital, cannot be used for profit or advertising and all posting of images on the internet must be acknowledged as images by Cannard Photography and accompanied by the company website.

COVERAGE

Coverage of Cannard Photography's services will begin at the date & time discussed and decided upon, and continue for the amount of time purchased, as agreed to by the Client. Any additional hour(s) will be charged to and paid in full by the Client(s) prior to photo distribution, as agreed by and at the responsibility of the Client(s).

CHANGE OF DATE OR VENUE

Cannard Photography must be notified immediately of any changes in schedule or location, at least 48 hours prior to the scheduled date of event by the Client(s). Cannard Photography also must be notified immediately of any cancellation, at least 72 hours prior to the scheduled date of event by the Client. Any expenses incurred by Cannard Photography prior to any changes are non-refundable.

Note: Notification of any changes are to be made in writing, sent via email (ashley@cannardphotography.com) for documentation purposes. A confirmation of receipt must be sent back by Cannard Photography in writing via email.

Contacting Cannard Photography to confirm all events and times is the responsibility of the Client. Cannard Photography will make every effort to contact the Client as well. Notification to Cannard Photography of any change of address (client or event location), contact information (client, vendor, etc.) or time of event as listed in the contract, is the responsibility of the Client.

EVENT RETAINER

Cannard Photography requires a retainer fee (for large events only) of 50% of the total session cost upon signing this contract, and before any services are rendered. This must be paid in full before or on the day of the event (before services performed), responsible by the Client(s). Until the retainer is received, no date will be reserved for photography services by Cannard Photography. The retainer shall be applied towards the total cost of the service(s) to be rendered.

EVENT FOOD SERVICE

It is required that Cannard Photography's photographer(s) receive a light meal for events up to 5 hours and a full course meal for events up to and past 8 hours. If no meal is provided, it is understood that Cannard Photography will leave the event to purchase a meal, at the expense of the Client(s). Off-site food is negotiable.



CANCELLATION

In the event of cancellation, the 50% event retainer paid to Cannard Photography, including any expenses incurred by Cannard Photography prior to cancellation, is non-refundable to the Client(s). Any other arrangements shall be discussed between Cannard Photography and the Client(s).

All arrangements will be put in writing. Cancellation must be in writing even if a phone call was made to inform Cannard Photography of the cancellation by the Client.

EXCLUSIVE PHOTOGRAPHER

Cannard Photography and/or any photographers hired by Cannard Photography to photograph will be the exclusive photographer(s) retained for the purpose of the photo shoot by the Client. Family and friends of the clients and other event vendors shall not interfere with the Photographer's duties. Guests will be asked to refrain from taking flash photographs at certain intervals of the event to ensure proper exposure of images at the responsibility of the Client.

CREATIVE LICENSE

Delivered prints may not include all images shot and images are edited at the discretion and professionalism of Cannard Photography. Cannard Photography reserves the creative rights to edit and release only those images deemed creditable as professional in quality and within Cannard Photography's artistic standards.

PERFORMANCE CLAUSE

Both parties agree to cooperate and communicate for the highest and best possible results within the definition of this assignment. Due to the limited and subjective nature of the event, Cannard Photography cannot be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the venue or location restrictions. Cannard Photography is not responsible for lost photo opportunities due to other cameras or flashes, the lateness of the clients or other principles. The Photographer is not responsible for the lack of coverage due to weather conditions, scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location. The Client acknowledges that any lists submitted to Cannard Photography will be used for organizational purposes only and in no way represent photography that will actually be produced. Cannard Photography will do their best to fulfill all requests but can make no guarantees all images will be delivered. Cannard Photography recommends that the Client point out important individuals for informal or candid photographs before and during photography shoot that they wish to have photographed. The Photographer is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to the Photographer. Cannard Photography will respect the requests of the Client(s) but will not be held accountable for not photographing desired content. All location fees and permits are the responsibility of the Client.

FORCE MAJEURE

If Cannard Photography or its assigns cannot perform this Contract Agreement due to a fire, casualty, strike or other civil disturbance, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, then Cannard Photography shall return any moneys paid by the Client, less retainer fee and expenses, but shall have no further liability with respect to the Contract Agreement, agreed to by the Client(s). This limitation of liability shall also apply in the event that photographic materials are damaged, lost through camera malfunction, compact flash card malfunction, or otherwise lost or damaged without the fault on the part of Cannard Photography. 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.

RETURNED CHECKS

No work will be performed until checks are cleared. The outstanding balance of all returned checks will be paid accordingly in cash at the responsibility of the Client(s). Upon booking fee and/or final payment, returned or bounced checks are subject to a \$50.00 fee. Client assumes responsibility for any and all collection costs and legal fees incurred by Ashley Cannard of Cannard Photography in the event that enforcement of this contract becomes necessary. Upon such incidence, payment will be expected in full. Lawful action will be taken appropriately.



EXPENSES

Travel expenses, such as flying and other destination fees, will be paid in full prior to the event on behalf of Cannard Photography by the Client(s). The Additional Expenses Balance includes travel expenses such as driving/gas, parking or shipping, etc., which must be reimbursed to Cannard Photography, at the responsibility of the Client. Additional Travel Expense Balance is to be paid in full no later than one week after the event, payable to Ashley Cannard of Cannard Photography, by the Client(s). Any outstanding balance not paid in full after one week (7 days) of event will be charged a weekly interest fee of 25% of total due, at the responsibility of the Client(s). No photos will be rendered until payment has been received in full. All location fees and permits are the responsibility of the Client. Client assumes responsibility for any and all collection costs and legal fees incurred by Ashley Cannard of Cannard Photography in the event that enforcement of this contract becomes necessary. Upon such incidence, payment will be expected in full. Lawful action will be taken appropriately.

TOTAL AMOUNT DUE

The Total Amount Due must be paid in full before digital copies are rendered to the Client(s), and all Parties sign this Contract Agreement and the Photo Release Form. If final payment is not received in due time, Cannard Photography will not be expected or required to perform photo shoot duties.

- All invoices are processed through [Wave](#) and payments can be made via Wave, [PayPal](#), or you're free to pay cash.
- Please make all checks payable to Ashley Cannard.
- Michigan state tax (6%) is applied to all purchases.
- Photo packages are in **digital format** only. Canvasses & other products are available for purchase through Cannard Photography.

EVENT RETAINER AMOUNT DUE: *(if applicable)*

(50% of the total event fee is due prior to or upon the signing of this Contract Agreement. No photography services will be fulfilled without retainer payment in full.)

ADDITIONAL EXPENSES BALANCE DUE: *(if applicable)*

(This total is due within one week after the event and covers additional, last minute & travel expenses. To be determined.)

Mutual agreement to the terms within this contract is the only lawful binding contract between the Parties: Cannard Photography and the Client(s). All Parties understand the contents of this Contract Agreement and agree to the terms herein.

Photographer Signature	X <i>A. Cannard</i>	Date	
Client Signature	X	Date	

Thank you,
 Ashley Cannard
 Owner, Cannard Photography
www.cannardphotography.com

Gratuities are accepted & appreciated!