



NAME:
 VENUE:
 DATE: SET UP:

ONSITE EVENT ENTERTAINMENT PHOTOGRAPHY AGREEMENT

NAME: EVENT TYPE: HOSTED? Y: N:
 COMPANY: PHONE: EMAIL:
 ADDRESS: CITY: STATE: ZIP:
 ALT. CONTACT: PHONE: EMAIL:

EVENT NAME: EVENT VENUE: EVENT DATE:
 ADDRESS: CITY: STATE: ZIP:
 EVENT TIMES: SET UP TIME: PT START TIME: PT END TIME:
 NUMBER OF GUESTS: EVENT DRESS STYLE: BACKDROP COLOR:
 PERSONAL PHOTO MESSAGE:

EVENT FEE: \$. A **NON-REFUNDABLE** DEPOSIT OF (\$) IS DUE WHEN THIS AGREEMENT IS SIGNED.
 THE BALANCE (\$) IS PAYABLE PAID 14 DAYS PRIOR TO EVENT DATE.

DEPOSIT MADE VIA: CHECK CREDIT CARD: VISA MC AMEX DISC RECEIVED:
 CC#: NAME ON CARD: EXP. DATE: CODE:
 BILLING ADDRESS: (SAME) CITY: STATE: ZIP:
 I AUTHORIZE INITIAL DEPOSIT I AUTHORIZE FINAL PAYMENT 14 DAYS PRIOR TO EVENT (UNLESS CANCELLED)

PACKAGE AND SERVICES SELECTED

- HOURS - PAPARAZZI TONIGHT ENTERTAINMENT PHOTOGRAPHY
- UNLIMITED GUEST PHOTO SESSIONS DURING RESERVED TIME
- UNLIMITED 4X6 4-UP PHOTOS DURING RESERVED TIME HOSTED: NON-HOSTED:
- PERSONAL MESSAGE PRINTED ON PHOTOS
- WEB GALLERY WITH DOWNLOADS HOSTED: NON-HOSTED:
- PHOTO AUTOGRAPH ALBUM COMPLETED ONSITE Y: N:
- DVD WITH PHOTOS & SLIDESHOW Y: N:
- ONSITE VIDEO PROJECTION Y: N:
- CUSTOM PRINTED BACKDROP Y: N:
-

ADDITIONAL HOURS AVAILABLE ONSITE @ \$ p/Hr. TOTAL:\$
 ADDITIONAL HOUR AUTHORIZATION INIT.

I HAVE READ AND UNDERSTOOD THE TERMS ABOVE AS WELL AS PAGE 2 OF THIS AGREEMENT:

SIGNED _____ (CLIENT RESPONSIBLE FOR PAYMENT)

SIGNATURE VIA EMAIL. BY CHECKING THIS BOX, CLIENT AGREES TO TERMS WITH ELECTRONIC SIGNATURE.

SIGNED: _____ (ON BEHALF OF "PAPARAZZI TONIGHT")

SIGNATURE VIA EMAIL. BY CHECKING THIS BOX, PAPARAZZI TONIGHT AGREES TO TERMS WITH ELECTRONIC SIGNATURE.

DATE:

PAPARAZZI TONIGHT CONTRACT TERMS AND CONDITIONS 1-20 (Page 2)

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between Paparazzi Tonight and The Client. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.
2. RESERVATION: Upon your signature and confirmation of initial deposit, Paparazzi Tonight will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of 50% is non-refundable, even if the date is changed or the event is cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted on site photography package. The Client understands and agrees that the entire amount owed for the on site photography package described in the contract is due 14 days prior to the event date.
3. ORIGINAL DIGITAL FILE DELIVERY FOR PACKAGES INCLUDING: After the event, Paparazzi Tonight will provide The Client with access to original resolution files via web gallery. This will contain all photographs taken at the event.
4. CANCELLATION: In the event that The Client cancels the contracted services for on site photography outlined in this contract before the event, the deposit will be forfeit. Paparazzi Tonight agrees to refund all additional paid money (less expenditures for which receipts will be provided), to The Client.
5. EVENT GUIDE: The Client will be responsible for (or have someone designated for this responsibility) identifying people of whom specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying and gathering people for the photograph(s).
6. SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of The Client in a manner enjoyed by all parties involved. The Client and Paparazzi Tonight agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the event start late due to any reason whatsoever, Paparazzi Tonight will not be held liable for any photographs not taken or reserved hours used.
7. HOUSE RULES: The photographer is limited by the guidelines of the on site official or the reception site management. The Client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is The Client's responsibility; Paparazzi Tonight will offer technical recommendations only.
8. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by Paparazzi Tonight are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without Paparazzi Tonight's explicit written permission. Upon final payment by The Client, limited copyright ownership of the resulting images will be transferred to The Client under the following conditions:
 - The digital files are the property of The Client for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.
 - The Client must obtain written permission from, and compensate Paparazzi Tonight prior to an event where The Client, The Client's friends or relatives publish or sell the photographs for profit.
9. MODEL RELEASE: The Client hereby assigns and grants Paparazzi Tonight and its legal representatives the irrevocable and unrestricted right to use and publish photographs of The Client and all event guests for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases Paparazzi Tonight and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Paparazzi Tonight may display and use the photographs taken for advertising, display, web site and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by Paparazzi Tonight. Upon written request to Paparazzi Tonight, within seven days of the event, any guest having seen a photo containing their image has the right to supersede all other stipulations and have it immediately and permanently deleted. Requests received after seven days from the event will be honored at the sole discretion of Paparazzi Tonight.
10. GUEST COOPERATION: The Client is responsible for the conduct of their guests. The Client will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. The Client should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the event should be planned to make the best use of time from all vendors. Paparazzi Tonight will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If The Client is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. The Client understands that in such an event, no refunds will be granted.
11. PAYMENTS: The Client agrees that 50% deposit is required at the time of contract acceptance and 100% of the remaining balance is due 14 days prior to event date.
12. FINAL DELIVERY: Paparazzi Tonight will deliver the contractually obligated products (albums, CD's, web galleries, etc..) outlined on page one of contract within 5 working days. High resolution prints of images can be ordered from Paparazzi Tonight at the specified tariffs. Unless otherwise stipulated, High Resolution files of all images will be made available via www.paparazzitonight.com, or CD/DVD.
13. RIGHT OF WITHDRAWAL: Paparazzi Tonight's discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal from contracted event. Non-cooperation; changes in locations, facilities or available times; missed appointments, inadequate space, excessive light, heat, or late payments are examples of contributing factors. Should Paparazzi Tonight initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided.
14. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Paparazzi Tonight will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a 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 package. Paparazzi Tonight takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of The Client's photographs being lost, stolen or destroyed for reasons within or beyond Paparazzi Tonight control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. 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.
15. NON-GUARANTTEE: Although every possible care will be taken to produce photographs of high technical quality, Paparazzi Tonight cannot place an unconditional guarantee on the above. Paparazzi Tonight will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of Paparazzi Tonight's control.
16. PERFORMANCE: The performance of this contract on behalf of Paparazzi Tonight shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.
17. SEVER ABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.
18. REPRINT ORDERS: Reprints of photos may be ordered through the Paparazzi Tonight web site @ www.paparazzitonight.com. Fulfillment of reprint orders is subsequently handled By SMUGMUG INC. Paparazzi Tonight will not be held liable for customer service or dissatisfaction issues with reprint or product orders. All customer service inquiries are directed to www.smugmug.com.
19. ONSITE LOCATION: Client is solely responsible for pre-arranging a suitable location for access by guests to Paparazzi Tonight. 8'x10' protected/clear area with power is required.
20. AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by The Client and Paparazzi Tonight at the time of acceptance of this contract shall be recognized as amendments to this contract.