

LEHMAN IMAGES

R. BENJAMIN LEHMAN, Owner

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CONTRACT FOR PHOTOGRAPHIC/IMAGING SERVICES

Client Name:

Description of client's desired objective/scope of work for the shoot (deliverables):

Lehman Images Ltd. (Hereafter referred to as "Photographer") will create photographic images described in the "scope of work" by utilization of professional equipment in conjunction with Photographer's experience, expertise, and artistic interpretation. Photographer will apply technical enhancements, adjustments, and other corrections to the raw images as deemed appropriate to achieve the highest quality final product in line with client's artistic and aesthetic vision for the shoot. Photographer will provide client with an online proofing/downloading gallery of images resulting from the shoot. At the client's request, photographer may perform subsequent adjustments, modifications, and enhancements of any images for an additional fee.

By signing this contract, client agrees to the following:

1. Upon signature and payment of the reservation fee (50% of total project/assignment fee), photographer exclusively reserves the time and date agreed upon and will not make other reservations for that time and date. For this reason, in the event that client cancels the contract for any reason, all monies paid shall be retained by Lehman Images Ltd. in order to offset its loss of business. No other photographer will be permitted to photograph, pose, direct or interrupt while Photographer is working. Any breach of this agreement will constitute a reason for non-completion of the job with no liability to the photographer and the loss of all payments made under this contract.
2. There is **no charge for rescheduling** provided that requests are made **at least two weeks prior** to the scheduled shoot. Requests made less than two weeks before the shoot will incur a rescheduling fee equal to 25% of the contracted shooting fee. Should you need to reschedule due to illness or emergency, please give as much notice as possible. Rescheduling arrangements due to such emergencies will be handled on a case-by-case basis.
3. The remaining balance is due on the first day of the session before shooting begins. Acceptable payment methods include cash in US dollars, check, or credit card via PayPal transfer to rblehman@gmail.com
4. The state law of Colorado shall govern, construe, and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this contract.
5. Additional fees: In the case that a particular shooting assignment requires additional unforeseen expenditures (i.e. park entrance fee), client agrees to cover such expenses or be billed by photographer for reimbursement.
6. Photographer shall not be held responsible if client and/or other individuals fail to appear or cooperate during the scheduled session, or for missed images due to details not revealed to photographer. Photographer cannot offer free or discounted re-shoots on the basis of client regret over session choices relating to wardrobe or location.
7. Neither Party shall be in breach of its obligation under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

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8. Client agrees that any images produced during the shoot may be used by Lehman Images Ltd. for the purposes of display, advertising, portfolio, website or any publication to promote photographer's business, either in their original or edited form.
9. The Photographer owns the perpetual, irrevocable, non-exclusive, transferrable copyrights so that they might use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display provided services, in whole or in part, worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, all subject to the terms of any applicable license. **Images resulting from the shoot that may appear on www.lehmanimages.com or related social media may be freely linked to and shared by clients without penalty provided that the Lehman Images logo/watermark (if present) remains prominently visible and images are not altered in any way.**
10. *Client acknowledges that production of photographic/video imagery is the result of a creative and subjective artistic process. As such there is no means of predicting or guaranteeing the exact nature of the images produced from the shoot. If the photographer produces services that are in the same style and structure as the Photographer's past work, by reference of the Photographer's portfolio, the Client is deemed to have accepted the Photographer's artistic interpretation for the purposes of the assignment.*
11. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Colorado or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction
12. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid, or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. Modification: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

Date(s) and exact location of photography shoot:

Reserved time for shoot:	_____	until	_____
TOTAL FEE for work described above:		\$	_____
Reservation Fee (50% of total fee unless otherwise stated):		\$	_____
Balance Due on Day of Shoot before shooting begins:		\$	_____

Client Name (print): _____

Client Signature: _____

Date: _____

Address: _____

Phone #: _____

Email: _____

Lehman Images Ltd.

Signed by R. Benjamin Lehman, Managing Member:

Date: _____