

BCDJ Photography Contract

TERMS

This agreement is between BCDJ Photography TRU Grad Photographers, hereinafter referred to as the "Photographer", operating in British Columbia, and the signers of this graduation photography agreement, hereinafter referred to as the "Clients", collectively referred to as the "Parties", with the graduation portrait session detailed below.

The package list, price list, and/or documents attached to this contract are integral parts of this document. The contract terms, agreement, and price list are the only legally binding documents between the Parties.

PARTIES INVOLVED

Photographer

BCDJ Photography TRU Grad Photographers
805 Tru Way, Kamloops, BC V2C 0C8

Name: _____

Email: _____

Client

Name: _____

Phone: _____

Email: _____

EVENT DETAILS

Session Date: _____, 2024

Location: Old Main Room 2712 - TRU Campus

Session Time: _____

AGREEMENT

Overview: This agreement contains the entire understanding between the Photographer 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 the Parties.

Cancellation and Rescheduling: If the Client cancels the session within 72 hours, rescheduling is not guaranteed. Any other arrangements shall be discussed between the Clients and the Photographer. The Photographer reserves the right to reschedule in case of unforeseen circumstances.

Copyright and Image Usage: Title (possession) of and copyright to all products shall remain with the Photographer until the client has paid in full. The Photographer retains the copyright to all images including after delivery. The negatives and or digital images (hereinafter collectively the "images") created by the Photographer remain the property of the Photographer. Permission is hereby granted to the Photographer to use any images created under this contract for professional samples, portfolios,

social media, displays, internet website pages, advertising, exhibitions, contests, and any other purpose with the understanding that the images will not be used for any illegal or defamatory purpose. All posting of images on the internet must be acknowledged as images by the Photographer.

Creative License: Images are edited at the Photographer's discretion, and delivered photos may not include all images shot. The Photographer reserves the creative rights to edit and release only those images deemed creditable as professional in quality and within the photographer's artistic standards. Any additional editing and retouching requested by the client will be noted on this agreement and initialed by both parties.

Compensation: The total cost for the photography services is the agreed amount from online booking services. The full amount of the photography session is due before the session commences on the day of the session. This is to be paid in the form of cash or electronic transfer..

Delivery Timeline: The Photographer agrees to deliver a minimum of the chosen package's outlined photographs with chosen edits to the Client within two weeks of the photography session.

Force majeure: If the Photographer can not perform this Agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism, or other causes beyond the control of the parties, then the Photographer shall return any moneys paid by the Client but shall have no further liability with respect to the Agreement. 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 the Photographer. 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.

SIGNATURES

This is a contract for personal photography services to be provided by the Photographer and/or individuals subcontracted to do work for the Photographer. The Parties agree to the above and below terms and conditions and acknowledge that they have received, read, and understand the Photographer's current price list.

Photographer's Signature	Model's Signature
Date	Date