

Agreement

Whereas _____, CUSTOMER(S), wish(es) to reserve specific times and dates for photographic services and to obtain photographic services for their event, and Austin Image, Inc. wishes to provide photographic services, the parties enter into the following agreement.

1. Austin Image will reserve the following **date and times** for Customer and will not enter into conflicting agreements:

M/D/Y: _____ Approximate time: _____ to _____

2. Austin Image will provide **services and products** according to the specifications provided in the

_____ package, as published on austinimage.com as of the date of this agreement, plus options listed here:

3. Customer agrees to the following **payment schedule**:

Retainer No. 1:	Due at signing (33%)	Amount: \$	
Retainer No. 2:	Due 60 days prior to event (33%)	Amount: \$	
Payment No. 3:	Due at viewing, or no later than 30 days after event	(Balance)	
		Total:	\$ _____ plus tax

4. Retainers will be applied towards Total but are not refundable.

5. Should Austin Image, Inc. be unable to cover Customer's event due to circumstances beyond its control, it shall provide prompt notification and refund all payments. Should Austin Image fail to record a substantial portion of the event due to circumstances under its control, its fee will be reduced proportionally. Austin Image will not be held responsible by Customer for any damage due to failure to satisfy the terms of this agreement or other expectations of the Customer, even if due to error, omission, negligence, data loss or equipment failure, beyond a reasonable amount which, such damage being extremely difficult to determine, parties agree and stipulate is no greater than the contracted Total.

6. Customer acknowledges that third-party photographers, compensated or uncompensated, may interfere with the photography provided under this agreement, particularly a "shadow shooter" or anyone acting in a manner that is disrespectful to the role being played by Austin Image. Austin Image shall be permitted to give direction to such interfering photographers. Casual photography by guests is a normal part of weddings and is not the subject of this clause.

7. Austin Image shall use commonly used materials and processes for prints, albums, data media and other products, but makes no warranty regarding resistance to wear, aging, fading and color changes.

8. Austin Image will wait until February 1 in the year following the event (but no sooner than three months) for customer input on the design of deliverable products, but thereafter may proceed without input or approval.. Should Customer not maintain diligent contact with Austin Image for any one-year period after the event date, their rights to undelivered products shall terminate.

9. Customer, for themselves and as agents for others appearing in the photographs, grants Austin Image permission to use photographs and other material for its promotional purposes, such use including that of any event vender that participated in Customer's event.

11. Austin Image, Inc. shall provide high resolution files to the Customer and shall grant a limited license allowing private, non-commercial reproduction. Customer shall assume sole archiving responsibilities upon receipt of image data, including responsibility for checking contents of provided media immediately and creating additional copies to be stored in multiple locations.

12. Images shall be provided to Customer only if their account is in good standing, including for work done outside this agreement and for any charges for unauthorized reproductions.

Agreed to this date by:

_____ Date: _____

_____ Date: _____

Accepted by

_____ Date: _____

Curtiss M. Austin, Pres. Austin Image, Inc.