



67-76 Booth Street, Studio 4B, Forest Hills, NY 11375 (917) 861-3344 www.nigrophoto.com

Event of: _____

Date: _____

Location: _____

Event Agreement

1. This agreement constitutes an order for event portraiture services, including the taking of Christening/Communion/Confirmation pictures as agreed to by both parties: Nigro Photo and _____(Client). Unless otherwise specified, it is understood that any and all rights to proofs, final or sample prints, thereof shall remain the property of Nigro Photo and may be used for advertising, display or any other purpose thought proper by Nigro Photo.

2. If the Photographer cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer's illness or injury, then Nigro Photo will return all fees to the Client(s) but shall have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the photographer. _____Client(s) agree that an entire wedding cannot be replicated, reenacted or repeated for the purpose of a re shoot and limits Nigro Photo's liability to the amount paid under this contract.

3. It is understood and agreed that no other photographer will be allowed to photograph or take pictures at the wedding while the Photographer is working.

4. On signing of this agreement by both parties hereto, Nigro Photo will reserve the time agreed upon and will not make another reservation for the specific time frame. For this reason, all deposits are non-refundable even if the date is changed or if the wedding becomes cancelled for any reason.

5. The service fee is \$_____. A deposit of \$_____ is due at the signing of this agreement, with 1 further payment to follow. The final payment of \$_____ will be due on _____ date.

The payment includes 4 hours of photographers use.

Any time exceeding this will be at a rate of \$150.00 per hour.

I / we, the undersigned Contracting Party, hereby warrant that I am / we are competent to contract in my / our own name(s). I / we confirm that I / we have read the herein agreement prior to its execution and I / we are fully familiar with the contents thereof. This agreement shall be binding upon us and our heirs, legal representatives and assigns. And, we certify that we have received a complete copy of this agreement with all blank lines completed.

Deposit/Retainer Amount: _____

Deposit Date Paid: _____

Check #: _____

- No part of any order will be delivered until the balance is paid in full. Late fees may apply.
- If there are any changes in the schedule, notify us immediately.

We suggest you call the studio 2 - 3 weeks prior to the **event** to confirm all arrangements.

- It is understood that Nigro Photo is the exclusive, official photographer retained to perform the services requested in this agreement.
- In the event of a postponement or cancellation of the **Event Photography Contract**, the retainer/deposits paid are not refundable.
- Nigro Photo takes the utmost care with respect to the exposure, lab processing, and delivery of photographic proofs, reprints, and enlargements. However, in the event that Nigro Photo fails to comply with the terms of this **contract**, due to any event or act outside the control of Nigro Photo, then Nigro Photo's liability is strictly limited to the refund of any deposit or retainer.
- Legal Release & Notice of Copyright: All digital photos are copyrighted to and remain the property of Nigro Photo LLC., which retains the exclusive license and reproduction rights for use in promotional and advertising venues. It is illegal to copy or reproduce (digitally, photographically, with the assistance of a third party lab, or by any other unspecified means) these photographs elsewhere without the Photographer's express written permission. By utilizing the photographic services of Nigro Photo LLC, the client releases all digital images with the client's likeness to be used in marketing collateral materials, magazine ads, and any other future promotion or publication purposes not specified here. Clients further grant the right and permission to use and/or publish said digital images, either in original or computer-altered format, in conjunction with client's own or a fictitious name, in any reproduction through any media for any purpose, forever. Clients release and discharge Nigro Photo LLC, and/or its representatives and affiliates, in whole or in part, from and against any liability and harm as a result of any use of said digital photos, or any alteration which may occur intentionally or otherwise, in the reproduction of the finished product, its publication or distribution. This copyright excludes anyone except Nigro Photo LLC from making identical or substantially similar copies of the work, from creating adaptations or derivatives of the original work, from re-selling the work in any way, and from displaying the work publicly or as a for-profit marketing/advertising technique.

The Terms and Conditions of this **Contract** Agreement are accepted by:

Client: _____ Date: _____

Nigro Photo: _____ Date: _____