



Staten Island, New York  
347.709.1355  
info@jaysonsantiano.com  
www.jaysonsantiano.com

### **PHOTOGRAPHY CONTRACT**

It is mutually agreed that the following terms of agreement form an integral part of this Contract between Jayson Santiano Photography and \_\_\_\_\_.

**Deposit:** A minimum of \$150 deposit is required when the client signs and returns this Contract. Dates are reserved when deposit is paid. The Deposit will be subtracted from the total cost of the Package.

**Payment & Prices:** No images will be given to the client until full payment has been paid to Jayson Santiano Photography. All Package costs are as stated at the time of booking & will remain once booking is confirmed. The balance must be paid before or on the date of the event.

**Cancellation:** In the event of cancellation, the deposit is non-refundable. Rescheduling is subject to a 25% surcharge if the Jayson Santiano Photography is not booked on the rescheduled date.

**Proofs/Images:** All proofs & final photographs are recorded into a DVD/CD media or printed. Client must specify if the paper prints will be glossy or matte finish. The photographer(s) do their best to produce more photographs than specified with the client. All photographic images whether paper or Photo DVD/CD media are copyright protected. It is illegal to copy any images.

**Online Proofs Availability for Viewing:** It could take up to 1 - 2 weeks for the proofs to get processed and uploaded. Proof photographs shall be delivered to the Client on CD/DVD media. The client shall provide the Photographer with a written list of the proof images from which final photographs are to be prepared, and specify the number and format(s) of the final photograph to be delivered for each proof image.

**Post Images Processing:** After the client selected the proof photos, it will take 1 - 2 weeks for the high resolution CD/DVD to be produced and delivered.

**Travel:** Locations outside a 25 miles radius from 10305 will incur a travel charge of \$100 (up to a maximum of 50 miles). It will be \$2 per extra mile after. Overnight accommodation will be charged to the client if necessary.

**Coverage:** It is the Client's responsibility to make sure that members of the party are on time & available when requested for a photograph.

**Weather:** Jayson Santiano Photography will make necessary changes due to weather disturbances.

**Image Irregularities:** Final images will match the original photographs, but may vary slightly. Jayson Santiano Photography will not be held liable for anything regarding the photography and/or end product if the client is not satisfied. Jayson Santiano Photography work ethics will be to the best of their ability. All parties involved agree to the terms set forth and agree to hold harmless Jayson Santiano Photography and all affiliates of Jayson Santiano Photography.

**Acts of God:** Jayson Santiano Photography takes every care to performance of this Contract, but Contract is subject to Acts of God beyond our control; i.e. Fire, weather, or any calamities.

**Limitation of Liability:** In the unlikely event that all of some of the photographs fail to materialize or there is total photographic failure due to reasons beyond Jayson Santiano Photography's control, the liability of Jayson Santiano

Photography will be limited to the refund of all money paid. Neither party shall be liable for indirect or consequential losses. In any event, the limit of Jayson Santiano Photography's liability shall not exceed the Package Price. No refunds will be made if termination is due to Client's breach of the contract.

**Copyright:** These documents and all images belong to Jayson Santiano Photography and it is a criminal offense to copy or reproduce any of these forms or images by any means. Failure to correspond with Jayson Santiano Photography will result in legal action. These documents may be used for correspondence with Jayson Santiano Photography. All original images remain the property of Jayson Santiano Photography. Jayson Santiano Photography keeps all images on file for five years. Permission is granted for all images to be displayed and used by Jayson Santiano Photography for competition, advertising and Internet purposes, Jayson Santiano Photography will endeavor to contact.

The Terms of this Contract are accepted by:

Signature of Client:

Date:

Print Name:

Signature of Jayson Santiano Photography:

Print Name:

Date: