

# Over X Photography

## CUSTOMER CONTACT INFORMATION

NAME / COMPANY  
ADDRESS  
CITY, STATE, ZIP  
E-MAIL ADDRESS  
PHONE 1  
PHONE 2

## EVENT INFORMATION

DATE & TIME OF EVENT  
ESTIMATED NUMBER OF GUESTS  
LOCATION OF EVENT  
DESCRIPTION OF EVENT / COMMENTS / SPECIAL INSTRUCTIONS

Over X Photography will provide \_\_\_\_\_ hours of photography coverage at a rate of \$ \_\_\_\_\_ per hour totaling \_\_\_\_\_

Over X Photography will charge \$ \_\_\_\_\_ per half-hour for any hours beyond what is stated here.

Over X Photography reserves the right to charge \$ \_\_\_\_\_ per mile for travel expenses plus any tolls or parking fees for photo shoots outside of Lehigh, Northampton, Carbon, Monroe and Berks Counties.

Please estimate the number of guests you have invited as accurately as possible. Over X Photography® reserves the right to adjust the pricing on the final bill if the event turns out to have a significant difference in the number of guests.

### Please remit payments to:

**Over X Photography**

**P.O. Box 20001  
Lehigh Valley, PA 18002-0001**

# Over X Photography

This agreement for photography services is entered into by the person(s) described on page 1, referred to as "Client", and "Over X Photography®, d.b.a. C.Post & Company, LLC" an independent contractor registered for business in the Commonwealth of Pennsylvania. This contract is not considered "work for hire".

## DESCRIPTION OF SERVICES

Over X Photography® will provide high quality photographic services for the event(s) described on page 1. Unless otherwise noted, we will provide one professional photographer to take photographs using digital camera equipment, producing "Digital Images" in high-resolution .JPG or .RAW format. In addition to the primary photographer assigned, Over X Photography® may use additional photographers and/or assistants at its discretion. Unless otherwise agreed upon, the Digital Images will be delivered to the Client electronically over the Internet (Internet Photo Gallery) and via DVD (Digital Photo Album). The Internet Photo Gallery will be online for three (3) months and will be removed at the discretion of Over X Photography®.

## COOPERATION & AVAILABILITY

The parties agree to cheerful cooperation for the best possible results. In order to help achieve the best results possible at large events, either the Client or their designee must point out individuals/groups that are important to have photographed. It is the Client's responsibility to ensure that key individuals are on time, available, and prepared to be photographed. Client will provide Over X Photography® with an estimated number of guests expected to attend. If the estimate differs significantly from the actual guests that attend, Over X Photography® reserves the right to adjust the price on the final bill accordingly.

## DESIRED SCENES

The Client will provide Over X Photography® with a list of suggested photographs that they desire in advance. While every attempt is made to accommodate the Client's desired list of photographs and create the best images possible, no particular image is guaranteed. Over X Photography® is equipped to handle most low-light situations. In situations where flash photography is prohibited or is deemed to be unsafe, the Client agrees to accept the Digital Images as-is, given the technical limitations of low-light photography.

## COPYRIGHT, LICENSE TO USE, AND MODEL RELEASE

It is understood that Over X Photography® owns the copyright to all of the Digital Images and reserves the right to use them for display, publication, advertising or other purposes. Upon receipt of final payment, the Client is granted a Non-Exclusive Unlimited License to use the Digital Images for their own non-commercial purposes, such as printing, electronic messaging, exchange with friends and relatives, or display on the Internet. No Digital Images will be provided to the Client until full payment has been made. Over X Photography® is a Registered business in the Commonwealth of Pennsylvania.

## DEPOSIT, RESERVATION AND SCHEDULING (FOR PERSONAL EVENTS)

For large events, a non-refundable retainer totaling 50% of the agreed upon amount is due upon signature of this agreement. The balance is due the day before the event. Any overtime fees approved verbally by the Client during the event are due upon completion of the event. For Engagement Photo Sessions and Portrait Sessions, payment in full is due at the time the photos are taken. Upon signature and receipt of the deposit, Over X Photography® will reserve the specified date and time for the event. All deposits are non-refundable even if the date has changed or the event is cancelled for any reason.

# Over X Photography

## **PURCHASE ORDERS, CREDIT, RESERVATION AND SCHEDULING (FOR CORPORATE EVENTS)**

Upon signature of this contract and receipt of an approved, valid corporate Purchase Order from a company in good standing with good credit, Over X Photography® will reserve the specified date and time for the event. Over X Photography® will send an invoice immediately following the event, which is due and payable upon receipt. Cancellation may be made up to seven (7) days prior to the event without penalty. Any Cancellations within the seven (7) day period before an event will be subject to a 20% Cancellation fee. Rescheduling within the seven (7) day period or for a time/date when we are not available is considered a Cancellation.

## **PAYMENTS, CORRESPONDENCE**

Please send payments and correspondence to:

Over X Photography - P.O. Box 20001, Lehigh Valley, PA 18002-0001

## **LIMITATION OF LIABILITY**

Although great care will be taken with the Digital Images, this contract limits the entire liability for any claim, loss, injury or failure to deliver Digital Images to the return of any fees paid by the Client under this contract. In the unlikely event of personal illness or other circumstances beyond the control of Over X Photography®, an attempt will be made to procure the services of another professional photographer to fulfill the obligations of Over X Photography® at our expense. Over X Photography® is not responsible or liable for any other damages beyond the amount of this contract. Client agrees to indemnify, defend and hold Over X Photography® and their representatives, agents, contractors, employees, successors and assigns, harmless for any and all liabilities, damages, claims, suits, judgments, costs, fees and expenses that arise as a result of or in connection with the services provided.

## **OTHER SERVICES**

This contract is for the photography services and electronic delivery of the Licensed Digital Images only. Additional services, such as providing high resolution Digital Images on physical media (Prints), touch-ups, or editing are available as a separate order. Any changes to this agreement must be made in writing and signed by all the parties. This agreement constitutes the entire understanding of the parties and is governed by the laws of the Commonwealth of Pennsylvania.

**By signing this contract, Over X Photography® and the Client agree to all of the terms and conditions stated in this contract.**

SIGNATURE DATE

CLIENT

SIGNATURE DATE

OVER X PHOTOGRAPHY®