



JAMES STOKES | PHOTOGRAPHY
Assignment Agreement

Agreement Date

Wedding Date

Client and

Address

Start Location

Time:

Ceremony Location

Time:

Reception Location

Time:

Photographer

**Description of
Photography
Services**

Additional Hourly Rate

Subtotal, Fees

Sales Tax

Total Due

Payment Schedule

	Due Date	Amount Due
Retainer	Upon Signing	
Payment 2		
Payment 3		

Standard Terms and Conditions

This Client Services Agreement (“Agreement”) is entered into, and is effective as of the Agreement Date (as defined on page 1) by and between James G. Stokes a Wisconsin LLC doing business as James Stokes Photography (“Studio”) and the person(s) identified as the Client on page 1 of this Agreement.

1. DEFINITIONS.

1.1. “Assignment” refers to the wedding day and any related photography services described on page 1 of the Agreement that Client is specifically commissioning Photographer to perform.

1.2. “Cancellation” means that the Assignment is canceled by Client and not rescheduled. In the event of cancellation, Client will be responsible for those fees, costs and charges set forth in section 5.2 below.

1.3. “Photographer” means the photographer identified on page 1 of the Agreement and the Studio.

1.4. “Postponement” is the rescheduling of the Assignment by the Client at least 60 days prior to the Assignment to a mutually agreeable date, and no more than 120 calendar days after the original Assignment date.

1.5 “Work” means all photographic images, negatives, digital files, prints or other materials created by Photographer while performing the Assignment.

1.6 “Other Photographers” refers to professional photographers other than those employed by the Studio, individuals acting in a manner of a professional photographer and/or videographers taking still images.

2. LIMITS OF LIABILITY. The Studio takes the utmost care with respect to the exposure, development and delivery of all photographs. However, in the event that the Studio fails to comply with the terms of this Agreement due to any event or act which prevents the delivery of the Work from the Assignment, the Studio’s liability to Client shall be limited solely to a refund of all money paid by Client to the Studio, and Client’s sole remedy shall be receiving a refund of all money paid by Client to the Studio.

3. SPECIFIC IMAGES. The Studio and Client further agree that that the Studio cannot be held responsible for any specific image that may not be delivered. Client acknowledges and understands that Photographer uses a highly stylized and photojournalistic approach to the Assignment, with few prearranged or posed shots. Any failure by the Studio to deliver any specific image shall not be a breach of this Agreement, shall not result in a refund of any money paid by Studio to Client, and Studio shall not provide any other remedy to Client. If weather deems problematic, the Studio will do their best to create alternative imagery to the best of their ability, however, the Photographer is not responsible for circumstances they cannot control.

4. PAYMENT SCHEDULE. Client must pay the retainer, second installment and final payment described below before Photographer has any obligation to perform the Assignment. Client’s failure to pay the retainer, second installment and final payment shall be deemed a material breach of this Agreement, shall result in damage to the Studio, and shall relieve the Studio and Photograph from performing any services under this Agreement.

4.1. RETAINER. The retainer fee described on page 1 of Agreement reserves the Photographer’s services for the Assignment on the date and time, and at the location(s) described on page 1. The retainer fee is due and payable when Client signs this Agreement. The

retainer is nonrefundable.

4.2. SECOND INSTALLMENT. The second installment described on page 1 of the Agreement is due and payable at least 90 days prior to the date of the Assignment. The second deposit is nonrefundable.

4.4. FINAL PAYMENT. The final payment described on page 1 of the Agreement is due and payable at least 15 days prior to the date of the Assignment.

5. POSTPONEMENT, CANCELLATION & LIQUIDATED DAMAGES:

5.1 POSTPONEMENT. Client acknowledges that in the event that there is a Postponement of the wedding the Studio will be harmed, and that Client will notify the Studio of a Postponement as soon as possible in order to minimize the Studio's damages. If there is a Postponement, the Studio and Client agree that the Client shall pay to the Studio within 10 days of any Postponement as liquidated damages and not as a penalty, the sum of \$500, which represents a compromise portion of the actual damages sustained by the Studio due to a Postponement. This sum shall be in addition to the nonrefundable deposits described in Sections 4.1 and 4.2 above.

5.2. CANCELLATION. Client acknowledges that in the event that there is a Cancellation of the wedding the Studio will be harmed, and that Client will notify the Studio of a Cancellation as soon as possible in order to minimize the Studio's damages. If there is a Cancellation, the Studio and Client agree that the Client shall be responsible for the payment to the Studio within 10 days of any Cancellation as liquidated damages and not as a penalty, monies paid to the date of the cancellation, which represents a compromise portion of the actual damages sustained by the Studio due to a Cancellation. This sum shall be in addition to the nonrefundable deposits described in Sections 4.1 and 4.2 above.

6. CLIENT COOPERATION & UNDELIVERED WORK. Photographer cannot perform the Assignment without the cooperation of Client. In the event that Photographer and the Studio are unable to deliver a portion of the Work, or other goods, required under this Agreement, due to a failure of the Client to cooperate or to provide necessary approvals regarding the Work, or other goods, to the Studio, then the Studio shall not be obligated to deliver that portion of the Work or other goods to Client, but instead the Studio and Client agree as follows:

6.1. STUDIO CREDIT (12 MONTHS). If the Client does not perform the necessary acts or approvals related to the Work, or other goods, within 12 months after the Assignment, then Client shall receive a Studio credit for the undelivered portion of the Work or other goods required under this Agreement. Client may purchase the undelivered Work or other goods at the Studio's then current pricing.

6.2. ARCHIVE FEE (12 MONTHS). If the Client does not perform the necessary acts or approvals related to the Work, or other goods, within 12 months after the Assignment, then Client shall be charged a \$250 archive fee to maintain storage of the undelivered Work or other goods. This archive fee shall be in addition to any other sums paid by Client pursuant to this Agreement. Studio will keep assignment images for 1 year. Additional storage must be purchased within 365 days after assignment date.

6.3. TERMINATION (18 MONTHS). If the Client does not perform the necessary acts or approvals related to the Work, or other goods, within 18 months after the Assignment, then the Studio's performance of the Assignment shall be deemed complete, and this Agreement shall terminate. Upon the termination of this Agreement, the Studio shall have no further obligation to Client to store the undelivered Work or other goods. The Studio shall assume no responsibility for storing the Work or other goods provided under this Agreement, and the Studio shall not assume any liability if any portion of the Work is lost, stolen, damaged or otherwise unavailable to

Client.

7. **SOLE PHOTOGRAPHER.** Photographer shall be the sole professional photographer at the event. Client acknowledges that the presence of Other Photographers, including but not limited to event guests, will adversely impact the ability of the Photographer to create the Work and as a result the Work may fail to meet the standards represented by the Studio in its portfolio and samples. Furthermore, videographers who do not comply with industry standards and adhere to our requests may also adversely affect the ability of the Photographer to create Work and as a result may fail to meet the standards by the Studio. The Photographer retains full ownership of posing, set ups, and all imagery created and maintains the right to request all other image capturing devices to be removed from eye shot at any time and for any reason. It is in the best interest of the client to inform their guests of this request if required by the Studio to do so. However, the Studio will not maintain this request for candid moments that happen throughout the assignment day.

8. **COPYRIGHTS.** The Work created by Photographer during the Assignment constitutes the copyrighted work of Photographer and the Studio. The Work at all times shall remain the property of Photographer and the Studio. Any portion of the Work delivered to Client is for Client's personal use only. Client may not sell or reproduce, nor authorize the sale or reproduction of, any portion of the Work without the Studio's written consent. All images released are High Resolution files sized to 11x14 for optimum printing.

9. **MODEL RELEASE.** Client shall permit the Studio to use images of Client from any portion of the Work for display, publication, or other promotional uses without payment of additional compensation to Client or Client's agents. Client's guests at the wedding shall be deemed to have consented to the use of their name, image, or likeness by Client, Studio and Photographer for the duration of the Assignment, and Client shall defend and indemnify the Studio and Photographer from and against any claims that any of Client's guests may assert against the Studio or Photographer arising from, or related to, the use of any name, image, or likeness of Client's guest[s] by the Studio and Photographer Client during the Assignment. In addition, releases are copy protected and are released solely for the assignment and may not be used for any other purpose.

10. **MEALS.** If the Assignment lasts longer than four hours, Photographer and the Photographer's crew shall be provided hot meals and refreshments or the same meal as they are serving their guests. This includes, both unofficial lunches and official dinners. If Client does not provide such meals, then Client agrees to reimburse the Studio for meal expenses for Photographer and Photographer's crew. The Studio requests they be seated with guests during the dinner portion of the assignment day and be served the same food as their guests. Furthermore, the Photographer requests being seated near the head table for both Photographer and assistant to ensure the greatest possible view.

11. **ILLNESS & INJURY.** In the unlikely event that Photographer is unable to perform the Assignment due to illness, injury, acts of God, or other unforeseen circumstance beyond Photographer's control, then the Studio shall refer Client to another professional photographer to perform the Assignment from the network of photojournalistic wedding photographers maintained by the Studio. The Studio will work in good faith to find the best replacement photographer possible for the Assignment. The Studio shall not be responsible for the services provided by any such replacement photographer, and the Studio shall not be liable for any damage or injury sustained by Client, if any such replacement photographer retained by Client, fails in whole or in part, to perform the Assignment.

12. **DANGEROUS CONDITIONS.** If, during the Assignment, Photographer or his crew are exposed to: (a) conditions which imperil or cause the Photographer or his crew to fear for their safety, or (b) objectionable or illegal acts to which Photographer and his crew do not wish to be a party or witness, then the Studio reserves the right to immediately protect Studio's and

Photographer's interests, including but not limited to a cessation of the Assignment, leaving the Assignment location(s), and/or terminating this Agreement. In such circumstances, the Studio will not refund any moneys paid by Client. Client shall indemnify Studio and Photographer from any damage or injury that Studio, Photographer or his crew may sustain, arising from, or related to, any hazardous conditions which imperil or cause Photographer or his crew to fear for their safety, while performing the Assignment.

13. BOUNDARIES & EXPECTATIONS. Client is responsible for informing Studio of all specific details pertaining to assignment. Including, but not limited to, sending an official invitation with all corresponding print collateral. In addition, the client is responsible for including a detailed itinerary including locations, times, contact information, and any additional information necessary for the Photographer (s) to perform their duty to the best of their ability. Studio is not responsible for any inaccurate information given to Studio resulting in less than satisfactory performance.

13.1 FAMILY FORMALS. Photographer will photograph family formals at the client's request. It is the Client's responsibility to include a 'family shot list' to the Studio at least 14 days prior to the assignment date.

13.2 DELIVERY. Client can expect to see assignment images 6-8 weeks after assignment date, however, 4-6 weeks is average. The Studio is not responsible for delivering said images at Client by any date; they will be uploaded to an online hosting site at the earliest possible date. Any failure by the Studio to deliver images to Client by 6-8 weeks shall not result in a refund of any money paid by Studio to the Client.

13.3 ALBUM. The Client is expected to inform Studio of the images they would like to see in their album 6 months after Assignment date. Album design can take 6-8 weeks and up to 6-8 weeks for additional changes, shipping, production, and delivery. Client is allowed up to 3 separate adjustments to the Photographer's design. After 3 changes, it is an additional \$50 per change. The Studio is not responsible for any changes to album after being printed and it is the sole responsibility of the Client to view and verify album before being printed. Album images will be stored for 18 months after the Assignment date.

14. TRAVEL & ACCOMIDATIONS. Packages include up to 120 miles of travel or 2 hrs travel time from 325 Central Ave, Medford, WI, whichever comes first, unless otherwise stated. For Assignments that include early start times and over 8 hrs of coverage the Studio requests hotel lodging for the night prior to the assignment. If necessary, the Studio may request an additional night of lodging following Assignment services due to lengthy travel times and for the safety of the Photographer (s). It is the responsibility of the Client to book and purchase lodging. If the Client prefers, the Studio will purchase room nearest to the Assignment location and bill Client accordingly. The Studio reserves the right to request fair Travel and Mileage compensation for any reason, but will do so before performing Assignment services. The Studio is also willing to negotiate on these fees and strives to work for the betterment of the Client.

14.2 MILEAGE. For distances in excess of 120 miles or over 2 hrs of travel, a fee of \$1/ mile or \$60/hr will be charged for one direction of travel rounded to the nearest 10 miles or 1/4 hr., whichever is less. Calculations will be made based on Google Maps estimations. Studio reserves the right to choose best route to your assignment location.

14.3 DESTINATION. For commissions requiring airfare and or alternative transportation, it is the full responsibility of the Client to provide transportation and lodging for up to three days surrounding the Assignment. It is expected that the Client will allow for safe transportation to and from all locations including airport and lodging while in the destination location. If the rental of a car is necessary to fulfill assignment, Studio will bill Client for all charges associated with the transportation to and from the event(s). This includes but is not limited to any parking services, fines, taxes, insurance, GPS rentals, or any other fees resulting from self-transportation while in a foreign country or within the United States. The Client is responsible for any additional necessary

equipment or other travel related expenses the Studio will need to produce or purchase in order to ensure completion of assignment. Travel to airport, if in excess of 120 miles will accrue mileage charges. For international travel, any fees accrued on behalf of the Studio due to exchange rates or any other fees of this nature will be billed to the Client. The Client is responsible for providing a meal allowance of \$100 US dollars a day. The Studio reserves the right to bill client for charges accrued during Destination Assignment for up to 60 days after Assignment date. In instances where the Studio prolongs their stay, all fees will be prorated based on a daily usage average.

15. COLLECTION. In the event that the Studio is required to file a legal action to collect fees due from Client under this Agreement, or to otherwise enforce this Agreement, then the Studio shall be entitled to recover all cost and expenses incurred by the Studio relation to such legal action, including an award of reasonable attorney's fees.

16. JURISDICTION & VENUE. This Agreement shall be construed according to the laws of the State of Wisconsin. Client acknowledges that this Agreement was entered into in Taylor County, Wisconsin and that at least a substantial portion of this Agreement will be performed in Wisconsin, and that the proper venue for any legal action related to this Agreement is in the Superior Courts of the County of Taylor, Wisconsin.

I have read this entire Agreement and I understand its terms. I agree to be bound by the terms of this Agreement.

CLIENT

Date: _____

Signature

Print Name

STUDIO

James Stokes Photography a Wisconsin LLC dba James G. Stokes

Date: _____

OWNER/PHOTOGRAPHER