

# Contract for Photography Services

Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, between JOSEPH "CHIP" TAIT (hereinafter referred to as the "Photographer"), located at 203 W. Lisa Drive, Austin, TX 78752 and \_\_\_\_\_

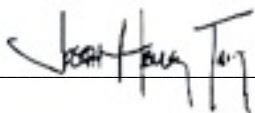
(hereinafter referred to as the "Purchaser"), located at \_\_\_\_\_.

Whereas, the Photographer is a recognized professional tradesman; and  
Whereas, the Purchaser admires the work of the Photographer and wishes to commission the Photographer from time to time to create a set of photographs ("the Work") in the Photographer's own unique style; and  
Whereas, the parties wish to have the creation of this work governed by the mutual obligations, covenants, and conditions herein;  
Now, Therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. The Photographer hereby agrees to create a set of photographs in return for which the Purchaser agrees to pay a fee upon delivery. The Purchaser may, within two weeks of receipt of the Work, demand a reshoot free of charge if not satisfied with the work.
2. **Date of Delivery.** The Photographer agrees to complete the Work in a timely manner. Should Photographer not deliver photos within 48 hours of the agreed-upon completion date, Purchaser will receive a discount of 50% of the fee. This completion date shall be extended for such period of time as the Photographer may be disabled by illness preventing progress of the Work. The completion date shall also be extended in the event of delays caused by events beyond the control of the Photographer, including but not limited to fire, theft, strikes, shortages of materials, and acts of God.
3. **Insurance.** The Photographer agrees to maintain \$1,000,000.00 of Commercial General Liability Insurance.
4. **Fees.** Fees will be charged based upon the schedule of fees posted on the Photographer's web site at the time the Work is scheduled, or by a schedule of terms and conditions made a part of this agreement and attached hereto. Work can be scheduled by electronic mail, telephone, US Mail or any other means suitable to Photographer and Purchaser.
5. **Termination.** This Agreement may be terminated on the following conditions:  
(A) The Purchaser may, upon payment of an amount agreed in writing by the Photographer to represent the pro rata portion of the price in relation to the degree of completion of Work, terminate this Agreement. The Photographer hereby agrees to give promptly a good faith estimate of the degree of completion of the Work if requested by the Purchaser to do so.  
(B) The Photographer shall have the right to terminate this Agreement upon completion of all scheduled listings.
6. **Copyright and Reproduction.** The Photographer reserves all rights of reproduction and all copyrights in the Work, and any incidental works made in the creation of the Work. Copyright notice in the name of the Photographer shall appear on the Work, and the Photographer shall also receive authorship credit in connection with the Work or any reproductions of the Work. When the fee has been paid in full, Purchaser, through this agreement is granted a license to use the Work in marketing materials for the period of one year after the day of delivery of the completed work, or in the case of photography for real estate, for the life of the listing. Purchaser may not assign license to the Work without the consent of the Photographer.
7. **Privacy.** The Purchaser gives to the Photographer permission to use the Purchaser's name, picture, portrait, and photograph, in all forms and media and in all manners, including but not limited to exhibition, display, advertising, trade, and editorial uses, without violation of the Purchaser's rights of privacy or any other personal or proprietary rights the Purchaser may possess in connection with reproduction and sale of the Work, the preliminary design, or any incidental works made in the creation of the Work.
8. **Nondestruction, Alteration, and Maintenance.** The Purchaser agrees that the Purchaser will not intentionally destroy, damage, alter, modify, or change the Work in any way whatsoever. If any alteration of any kind occurs after receipt by the Purchaser, whether intentional or accidental and whether done by the Purchaser or others, the Work shall no longer be represented to be the Work of the Photographer without the Photographer's written consent.
9. **Nonassignability.** Neither party hereto shall have the right to assign this Agreement without the prior written consent of the other party. The Photographer shall, however, retain the right to assign monies due to him or her under the terms of this Agreement.
10. **Non-exclusivity.** Photographer is not bound by this agreement to work exclusively for the Purchaser. Purchaser is not bound by this agreement to employ the Photographer exclusively.
11. **Integration.** This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.
15. **Waivers.** A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.
16. **Notices and Changes of Address.** All notices shall be sent by registered or certified mail, return receipt requested, postage prepaid, to the Photographer and Exhibitor at the address first given above. Each party shall give written notification of any change of address prior to the date of said change.
17. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Photographer \_\_\_\_\_



Purchaser \_\_\_\_\_