WORK FOR HIRE AGREEMENT (Piedmont Blue Enterprise) 

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

This will confirm the understanding between you and Mr. Emanuel Terrell regarding work to be done for you as more fully described below:

 ***Graduation Package #2***

 ***(Two Locations, Two Outfits )***

(8 retouched photos for 1 hour and a half)for $150.

*\*\*\*More photos will be available for purchase within a gallery for $40.*

***(This will be referred to in the contract as, the "Work").***

**TERMS OF AGREEMENT:**

**Payment:**

1. Upon acceptance of the Work, you agree to pay a deposit of 50% of whichever package, **paid before or on the day of the shoot to the photographer.** The other 50% will be paid during the finalization of the 2nd consultation, or scheduled (second meetup) to preview the final selected proof(s). This is agreed to be paid for through cash, cash application (Cash App), or Chase Quick pay option.
2. **Please note that 25% of the deposit will be counted as a retainer meaning you are booking to confirm an available time slot within Photographer’s schedule. This retainer is non-refundable. If an event happens where the client wants to completely cancel service before shooting, client is able to receive only 25% of what left from their deposit.**
3. If a client completely cancels a shoot, the previous retainer cannot be used for a future date.

**Delivery:**

1. We agree to deliver the Work to you no later than a ***week and a half*** from the scheduled date in a timely manner and form satisfactory to us. This is to ensure that the final product is polished and ready for presentation. Client must give photographer time after shooting to process work without interruption. This includes texting or calling between 2-4 days inquiring about finished work(s) and or requesting for unfinished works.
2. **There is an understanding between both client and photographer that there will not be any unedited proofs to be given to the client before the actual finished work(s). The work given to the client will only be finished work(s) from selected package.**
3. All finished work is delivered to you through google drive. JPEG format. No Raw Files.
4. You agree that we may make any changes or additions to the Work prepared by us, which we in our sole discretion may consider necessary, and may engage others to do any or all of the foregoing, with or without attribution to you. You further agree to waive any so-called moral rights in the Work. (This includes trademarked logos on clothing and also watermarks on finalized versions of images.)

**Cancellations/Rescheduling:**

1. The photographer understands weather, illness, or other reasons may cause Client to reschedule a session. Client will not be charged a penalty rescheduling a session provided **at least a 24-48 hours’ notice is given.** Client may reschedule the session, at the convenience of Photographer, without being charged a fee.
2. **Rescheduling more than (1) of the times allotted without weather issues will incur in a $25 reschedule fee at the discretion of Photographer. This fee must be paid before the actual shooting day.**
3. **A no show the day of the shoot due to communication issues (non-emergency related) will incur a $50 reschedule fee at the discretion of Photographer.**
4. Photographer will make every effort to spend the necessary time, including multiple days, to figure out a reasonable date and time to shoot at the convenience of the client in an available time frame. The Photographer may reschedule without penalty in at least an **12 hour notice.**
5. If Photographer cannot perform this Contract due to fire or other casualty, act of God, or other cause beyond the control of the parties enacted upon Photographer, or due to Photographer’s illness or emergency, then Photographer shall return the deposit to Client, but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, miscellaneous issues of theft, images lost through camera malfunction, or otherwise lost or damaged without fault on the part of Photographer.
6. **In the event Photographer fails to perform for any other reason, Photographer shall not be liable for any amount in excess of the value of Client’s order.**

**Copyright:**

1. You expressly acknowledge that the materials contributed by you hereunder, and your services hereunder, are being specially commissioned by us for use in connection with Piedmont Blue Enterprise. **The Work contributed by you hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. We shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of your services hereunder in whatever stage of completion**. If for any reason the results and proceeds of your services hereunder are determined at any time not to be a "work made for hire", you hereby irrevocably transfer and assign to us all rights, title and interest therein, including all copyrights, as well as all renewals and extensions thereto. *(We own the photo, but you have permission to use it essentially.)*
2. You represent that, except with respect to material furnished to you by us, we are the sole author of the Work and all of the services are original with you and not copied in whole or in part from any other work; that the Work is not libelous or obscene, or knowingly violates the right of privacy or publicity, or any other rights of any person, firm or entity.

**Social Media Use:**

1. You agree that the creator of the content may use the Work for marketing and promotional materials by the business Piedmont Blue Enterprise for any and all social media samples, demos, and portfolio showcases used for other potential employers and clientele.

16. You agree to only publish finalized work(s) for social media content under guidance of your own brand, business and or identity.

**Miscellaneous Agreements:**

17. **Client will be respectful to Photographer and all parties being photographed. Photographer has the right to end the session, without refund, if there is lack of cooperation or respect.**

18. Client shall assist and cooperate with Photographer in obtaining desired photographs. Photographer shall not be responsible for photographs not taken as a result of Client’s failure to provide reasonable assistance or cooperation.

19. Client will not hold Photographer or the owner of the property liable for any injury that may occur during the session.

If the above reflects your understanding, please email the sender back to reflect your agreement to the above terms and your intention to be bound hereby.

Sincerely,

Emanuel M. Terrell

Owner, Piedmont Blue Enterprise