

Contracting Parties



NZCMP: _____

Name (Secondary): _____

Address: _____

Address: _____

City: _____

City: _____

State, Zip Code: _____

State, Zip Code: _____

Phone: _____



Phone: _____

***Please note any address changes that may occur after the event.**



Event Information

Event Venue #1: _____

Event Venue #2: _____

Event Date: _____



Event Date: _____

Start/End Time: _____

Start/End Time: _____

Address: _____

Address: _____

City: _____

City: _____

State, Zip Code: _____

State, Zip Code: _____

Phone: _____

Phone: _____

Event Venue #3: _____



Event Venue #4: _____



Event Date: _____

Event Date: _____

Start/End Time: _____

Start/End Time: _____

Address: _____

Address: _____

City: _____

City: _____

State, Zip Code: _____

State, Zip Code: _____

Phone: _____



Phone: _____

Event Day Contact (name and number for a cell phone that will be turned on the day of the events)

Contact Name: _____

Cell #: _____

Alternate Contact Name: _____

Cell #: _____



Pricing

*****Please Make All Checks Payable to: MM TRADE INVESTMENT LIMITED*****

Package: See **Attachment A** _____

Total Package Price: _____

This Agreement is made effective for all purposes in all respects as of _____ (current date) by and between _____, herinafter referred to as "the NZCMP" and _____, hereinafter referred to as "The CLIENT" relating to the event(s) detailed below, hereinafter referred to as "The EVENT(S)".

ENTIRE AGREEMENT: This agreement contains the entire understanding between the COMPANY and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: A signed contract and retainer fee are required to reserve the dates and times of the EVENT(S).

EVENT SCHEDULE: The client agrees to confirm the schedule one-week prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY by the CLIENT.

SAFETY: The COMPANY reserves to right to terminate coverage and leave the location of the EVENT(S) if the photographer from the NZCMP experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT(S); or in the event that the safety of the photographer from the NZCMP is in question.

SHOOTING TIME / ADDITIONS: The CLIENT and the NZCMP agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the EVENT(S), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT.

[N. Z. C. M.]
[PHOTOGRAPHY]

EXPENSES INCURRED: When applicable, the CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by the CLIENT.

TRAVEL EXPENSES: All travel expenses are based on the distance between the EVENT location(s) and the NZCMP studio address. For all EVENT(S), the first __ miles roundtrip of travel are included. All KM in excess of _____ km roundtrip are charged at \$____ per km.

RESPONSIBILITIES: The NZCMP is not responsible for compromised coverage due to causes beyond the control of the NZCMP including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the NZCMP, rendering of decorations, or restrictions of the locations. The NZCMP is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. The NZCMP is not held liable for missed coverage of any part of the EVENT(S). The NZCMP will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S).

VENUE AND LOCATION LIMITATIONS: The NZCMP is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on the NZCMP. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the NZCMP will offer technical recommendations only.

PERMITS: The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the NZCMP will be performing services.

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PHOTOGRAPHY

FILM and COPYRIGHTS: The photographs produced by the NZCMP are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the NZCMP's explicitly written permission. If the CLIENT has purchased an "Image DVD, USB, ONLINE" from the NZCMP, upon final payment by the CLIENT, limited copyright ownership of the resulting images will be transferred to the CLIENT. If the CLIENT has purchased an "Images" from the NZCMP, the NZCMP grants the CLIENT permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to the NZCMP. The CLIENT must obtain written permission from the NZCMP prior to publishing or selling the photographs.

MODEL RELEASE: The CLIENT hereby assigns the NZCMP the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images.

LIMIT OF LIABILITY: In the unlikely event that the assigned photographer from the NZCMP is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the NZCMP, the NZCMP will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the EVENT(S).

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the NZCMP's control, including but not limited to camera, hard drive, or equipment malfunction, the NZCMP liability is limited to the return of all payments received for the EVENT(S). The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. The NZCMP is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

CAPTURE AND DELIVERY: The NZCMP is not liable to deliver every image taken at the event. The determination of images delivered to the CLIENT is left to the discretion of the NZCMP.

POST PRODUCTION AND EDITING: The final post production and editing styles, effects, and overall look of the images are left to the discretion of the NZCMP.

PAYMENT SCHEDULE: A _____% non-refundable retainer fee is due at the time of signing of agreement. The remaining balance is payable in full prior to or the day of the EVENT(S). In the event the CLIENT fails to remit payment as specified, the NZCMP shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT(S). Returned checks will be assessed a \$_____ non-sufficient funds fee.

SECURITY DEPOSITS: If the EVENT(S) are rescheduled, postponed, or cancelled, the security deposit paid is non-refundable. It shall be liquidated damages to The NZCMP in the event of a breach of contract by the CLIENT. The CLIENT shall also be responsible for payment for any of the NZCMP's materials charges incurred up to time of cancellation.

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PRICING: Services or merchandise not included in this initial contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from the NZCMP.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Client Signature: _____

NZCMP Signature: _____

Date: _____

Date: _____

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PHOTOGRAPHY

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PHOTOGRAPHY

