

SWS Production



Capturing Your Memories

SWS Production
Serving The Tri-State Area
1-646-919-7075
swsproduction@yahoo.com
www.swsproduction.com

Studio Rental

Contract (2022-23)

Event or Session-Date: _____

Time Event or Session Starts: _____ Ends: _____

This agreement is between **Shawn Scott**, hereinafter referred to as the "**Photographer**", operating in the State of New York, and the signers of this photography agreement, hereinafter referred to as the "**Clients**", collectively referred to as the "**Parties**", with the photography session detailed below.

The price list and/or documents attached to this contract are integral parts of this document. The contract terms, agreement, and price list are the only legally binding documents between the Parties.

Contracting Parties

Client Name _____
Client Street Address _____
Client City _____
Client State _____
Client Telephone _____

Event Information

Venue Name _____
Venue Street Address _____
Venue City _____
Venue State _____

Agreement Overview

This agreement contains the entire understanding between the Photographer 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 the Parties. If the Parties want to waive one provision of this agreement, which does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

Coverage

Coverage will begin at start date/time, and continue for the number of hours purchased, contiguously.

Change of Date or Venue

The Photographer must be notified immediately of any changes in location, at least one week prior to the scheduled date of event and 2 Hours in event of a time change. Notification of any changes can be made by phone or with written notice sent via email or text for documentation. If an email is sent, a confirmation of receipt must be sent back by the Photographer in writing or via text or email. It is the client's responsibility to confirm all arrangements at least 7-10 days prior to the event. In the event of change of address or contact information (time, etc.) as listed, you must notify the Photographer. The Photographer kindly asks that the Client get in touch with the Photographer one week prior to the date of the event in order to touch base and go over last-minute details. The Photographer will make every effort to contact the Client, but it is the Client's responsibility to contact the Photographer to confirm all events and times.

Retainer

A retainer fee of \$ (USD) is required for this session. This is a **non-refundable retainer**. In the event of cancellation, the retainer paid is non-refundable. It shall be liquidated for damages to the Photographer in the event of a cancellation, or breach of contract by the Client. No date is reserved until a retainer is received. The retainer shall be applied towards the total cost of the service to be rendered. The balance of the complete package price must be paid by the delivery of items. If final payment is not received, the Photographer will not be expected to release items to the client. Additional custom orders (reprints, enlargements, albums) must be paid in full at the time of delivery of the order.

Cancellation

There shall be **NO** refund of the retainer fee after the signing of the Agreement and the reservation of the photography date. If the event is cancelled within 5 Days of the date, the client shall pay the balance of the contract due to the high probability that the Photographer will not be able to further book that date. Once a balance is paid, it is **non-refundable**. Any other arrangements shall be discussed between the Clients and the Photographer. All arrangements will be put in writing. Cancellation must be in writing even if a phone call was made to inform the Photographer of the cancellation.

Failure to Perform

The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Due to the limited and subjective nature of the event, the Photographer cannot be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the church or location restrictions. The Photographer is not responsible for lost photo opportunities due to other cameras or flashes, the lateness of the clients or other principles. The Photographer is not responsible for the lack of coverage due to weather conditions, scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location. It is acknowledged that any lists submitted to the Photographer will be used for organizational purposes only and in no way represent photography that will be produced. The Photographer will do its best to fulfill all requests but can make no guarantees all images will be delivered. The Photographer recommends that the Client point out important individuals for informal or candid photographs to the photographer during portrait shooting that they wish to have photographed. The Photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. The Photographer is not responsible if key individuals fail to appear or cooperate during

photography sessions or for missed images due to details not revealed to the Photographer. Clients are responsible for all location fees and permits.

Expenses

Travel expenses such as parking, shipping, or destination fees must be reimbursed to the Photographer and will be added to the balance due after the event. Travel fees are pre-determined and will be set out in the initial payment total. Clients are responsible for all location fees and permits.

Force Majeure

If the Photographer or its assigns cannot perform this Agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, then the Photographer shall return any moneys paid by the Client, less retainer fee and expenses, but shall have no further liability with respect to the Agreement. This limitation of liability shall also apply if photographic materials are damaged, lost through camera malfunction, compact flash card malfunction, or otherwise lost or damaged without the fault on the part of the Photographer. 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.

Returned Checks

Returned checks are subject to a \$50.00 returned check fee. Client assumes responsibility for all collection costs and legal fees incurred by the Photographer if enforcement of this contract becomes necessary. All legal action shall be taken appropriately.

Studio Rental Pricing

<u><i># Of Hours</i></u>	<u><i>\$50 / Hour</i></u>
2 Hours	\$100
3 Hours	\$150
4 Hours	\$200
5 Hours	\$250
6 Hours	\$300
8 Hours	\$400
12 Hours	\$600

Camera Equipment Rental Form

Owner: Shawn Scott

Company: SWS Production

Phone: 646-919-7075

Renter: _____

Renter Phone: _____

Renter Email: _____

Place of Use: 350 Scholes St, Brooklyn, NY 11206 Suite #203

EQUIPMENT RENTED

ITEM	DESCRIPTION
1. _____	_____
2. _____	_____
3. _____	_____

Rental Terms & Conditions

1. The RENTER shall keep and maintain the rented equipment during the terms of the rental at the renters' own cost and expense. The RENTER shall keep the equipment in a good and operation state of repair, normal wear and tear excepted.
2. The RENTER shall pay the OWNER full compensation for replacement for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
3. The RENTER shall not remove the equipment from the address of the OWNER, or the location (**350 Scholes St, Brooklyn, NY 11206 Suite #203**) shown herein as the place of use of the equipment without prior written approval of the OWNER. The RENTER shall inform the OWNER upon demand of the exact location of the equipment while it is in the RENTERS's possession.
4. The equipment shall be delivered to RENTER and returned to OWNER at the RENTER's risk, cost and expense. If a periodic rental rate is charged by OWNER, rental charges are billed to the RENTER for each period or portions of the period from the time the equipment is delivered to RENTER until its return. If a term rental rate is charged by OWNER, rental charges are billed to the RENTER for the full term even if the equipment is returned before the end of the term. If the equipment is not returned during or at the end of the term, then the rental charges shall continue on a full-term basis for any additional term or portion thereof until the equipment is returned.
5. No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used. Acceptance of returned equipment by OWNER does not constitute a waiver of any of the rights OWNER has under the rental agreement.
6. The RENTER shall allow OWNER to enter RENTER's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the RENTER is in default of any of the terms and conditions of this agreement, the OWNER, and his agents, at the RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented equipment is stored or used at all times and recover the rented equipment.
7. The RENTER shall not pledge or encumber the rented equipment in any way. The OWNER may terminate this agreement immediately upon the failure of RENTER to make rental payment when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.

8. The OWNER makes no warranty of any kind regarding the rented equipment, except that OWNER shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after RENTER returns the non-conforming equipment.

9. RENTER indemnifies and holds OWNER harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.

10. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by OWNER in protection its rights under this rental agreement and for any action taken OWNER to collect any amounts due the OWNER under this rental agreement.

11. These terms are accepted by the RENTER upon delivery of the item(s) to the RENTER or the agent or other representative of RENTER.

Date: _____

Renter: _____

Owner: _____

Equipment Rental Prices

Camera	Price Per Session
Canon 6D MK II Full Frame Body	\$75
Canon EOS RP Full Frame Body	\$75

Lenses	Price Per Session
Canon 24mm-105mm II F/4.0	\$40
Canon 70mm-200mm F/4.0	\$40
Sigma 50mm DG HSM Art F/1.4	\$50
Tamron SP 35mm F/1.4	\$50
Sigma 85mm HSM Art F/1.4	\$45

Service	Price \$
Additional Lighting	\$30 Per Flash Unit
Change Background to Other Available Colors (Inquiry About Other Colors)	\$10 Per Set of 2 Colors

1. Fee - Client agrees to pay \$._____ before the first photograph is taken unless previously discussed with photographer. To protect the photographer and client value, needs, and work ethic.

2. Payment - Client agrees to pay the Photographer the full remaining balance by the date of delivery of the Work. Overdue payments shall be subject to late fees of \$20.00 per week unless previously discussed with Photographer. Photographer **WILL NOT** release work to the client until payment is received in full.

Payments Accepted Cash, Card, Check, Venmo, QuickPay, Cash App. Checks made out payable to Shawn Scott. Cards Also Accepted (3% Charge Applicable)

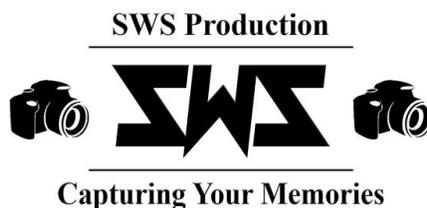
Signature _____

Print _____

Date _____

E-mail _____

If you have any questions, please feel free to contact me either through email, text or a phone call and I will be happy to help fix any issues you may be having. Thank you and enjoy your day!!



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