



Phil Monje - Photographer
6462 Mill View Dr. Byrnes Mill MO 63051
314-276-4975

GENERAL AGREEMENT:

THIS AGREEMENT made on (date) _____, by and between **Phil Monje** and Monje Photography (FIRST Party) and _____ (Second Party).

WITNESSETH That in consideration of the mutual covenants and agreements to be kept and performed on the part of said party hereto, respectively as hereto stated, the said party of the first part does hereby covenant and agree that it shall:

1. Photograph the wedding of Second Party on _____. First Party shall deliver a set of digital proofs to Second Party within a reasonable amount of time after said date.
2. A deposit of **\$300** is to be paid by Second Party for the said services and this deposit shall be applied to the package price chosen. This said deposit reserves the photography services of First Party on said date. There shall be no refund of deposits paid for any reason. Signature of First Party signifies receipt of deposit.
3. Second Party must select a package before any services are rendered. The full and complete sum of the chosen package shall be deemed due and owing 3 weeks prior to the event date notwithstanding subsequent selection of prints and other products. Prices based on First Party's price list posted on www.monjephoto.com.
4. All photographic materials (proofs, digital files, etc.) remain the sole and exclusive property of First Party. Second Party shall be permitted the right to order prints, including sets of proofs, and use such materials at the agreed-to rates. First Party owns all copyrights. This contract assigns no usage/reproduction rights.
5. There shall be no liability on behalf of First Party, it's employees, agents, assigns or licensees for their nonperformance caused by any force majeure or similar circumstances, illness, accident or any cause beyond their control; nor for the loss or damage of any photographic materials, whether in transit or in developing. First Party cannot be held responsible for location problems, the actions of guests, family members, or Acts of God that might hinder the process of photographing the event. In any event, the limit of First Party's liability shall not exceed the contract price stated herein.
6. First Party shall deliver proofs or prints to the client in accordance with those standards reasonably deemed acceptable throughout the industry. Failure of the client to object in writing to the proofs or prints within ten (10) days after receipt shall constitute a waiver. Acceptance of prints, transparencies or albums shall be deemed a release of all claims against First Party and their employees, agents, assigns, licensees or legal representatives.
7. There are no oral or other agreements the parties hereto and this agreement constitutes full and complete agreement between the parties.
8. First Party shall have the right to display or publish any of the photographs taken pursuant to this agreement and the client hereby agrees and consents to the same. This agreement qualifies as a model and / or property release.
9. This agreement is not to be construed as an employment agreement in any way. First Party's function is that of an independent contractor.

SECOND PARTY'S NAME AND ADDRESS

SECOND PARTY'S SIGNATURE

DATE

PHIL MONJE SIGNATURE

DATE