

## **Hallie Gornall Freelance Agreement**

**Payments and Booking:** The total fee for this event coverage is as listed in the written agreement. 50% of the total is to be paid maximum 21 days (3 weeks) after signing and the remainder of the balance will be paid no later than 21 days prior to the event date. If complete payment of the balance is not received within at least 21 days before the event date, Hallie Gornall will be relieved of all remaining contractual obligations, and Client will remain responsible for the full amount of this agreement. If an event is booked after 21 days prior to the event, the full amount is due upon signature of the agreement. Once payments are made, they are nonrefundable. Acceptable payment methods include check or Venmo. Returned checks are subject to a \$50 returned check fee. Client assumes responsibility for all collection costs and legal fees incurred by Hallie Gornall in the event enforcement of this Agreement becomes necessary.

**Cancellation and Failure to Perform:** If for any reason the client cancels this Agreement prior to our event date, Hallie Gornall will keep monies paid up until the date of the cancellation. All cancellations must be made in writing and signed by all contracted parties. If the client fails to supply a written cancellation within 21 days of the event, the client will be required to pay the remaining balance of the agreement. If the client submits a written request to reschedule, the initial signing payment will be used towards the rescheduled date and this agreement will remain the same with the only changes being the date of the session or an agreed upon change in package and correlating price. If Hallie Gornall is unable to fulfill this Agreement due to impossibility, illness, emergency, or causality, Hallie Gornall will immediately give written notice to client, via email, and issue a full refund.

**Intellectual Property and Creative License:** Hallie Gornall will retain copyright ownership of all media works under this Agreement, including but not limited to all media in their original and processed formats. Hallie Gornall will utilize artistic license in relation to the media and the locations used. All media is edited at the discretion of Hallie Gornall and delivered media will not include all media shot (including RAW files). Hallie Gornall reserves the creative right to edit and release only those deemed professional in quality and within the artistic and creative industry standards. Hallie Gornall will use reasonable efforts to ensure Client's desired services are produced in a style and manner consistent with Hallie Gornall's current portfolio and will try to incorporate any reasonable suggestions made by Client.

However, Client understands and agrees that:

- Hallie Gornall will use artistic judgment when providing services for Client, which may not include strict adherence to Client's suggestions.
- Although Hallie Gornall will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Hallie Gornall will have final say regarding the aesthetic judgment and artistic quality of the Services.
- Hallie Gornall is bound to guidelines and policies of venue officials or management. The Client agrees to accept any technical results of their imposition on Hallie Gornall. Negotiation with the

officials for modification of guidelines and/or policies is the Client's responsibility. Any additional permits or fees required by the venue or local jurisdiction will be the responsibility of the Client.

- Hallie Gornall is not responsible for lost photo/video opportunities due to other cameras or flashes, the lateness of the Client, guests, or other principles, nor is Hallie Gornall responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the media coverage.

- Dissatisfaction with Hallie Gornall's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned. Client gives Hallie Gornall permission for third-parties to purchase additional prints and/or digital files in accordance with Hallie Gornall standard price list.

**Breaks:** When the media coverage exceeds four (4) hours, the Client will allow a break no shorter than twenty (20) minutes .

**Time:** The timeframe of the package starts when Hallie Gornall arrives and ends when they are dismissed by the client or client representative. These times will be determined prior to the wedding date by Hallie Gornall and the Client. Hallie Gornall is not to be held responsible if the day is running behind schedule and events are missed. Additional time can be added on the wedding day only if Hallie Gornall is available and allows for the modification. The max amount of time Hallie Gornall will stay is one (1) hour for an additional fee of \$100. An invoice will be sent to the client after the event. No media will be shared with client until the additional invoice is paid.

**Video:** Videography product will be forwarded to Client via email.

**License Agreement** The photographer/videographer grants to the Client the following limited license of these images, subject to the following restrictions:

- Distribution of photographic images for personal purposes via electric means. Such electronic distribution includes email to personal contacts, distribution on social networking sites, and publishing images on personal blogs.
- Reproduction of printed images for personal use of any size and quantity.
- Display of images in a personal residence or other non-commercial venue.

Any other use or reproduction of images is strictly prohibited. Such prohibited uses include, but are not limited to:

- Commercial Electronic Distribution
- Entrance into any contest or other venue which may result in financial gain
- Sale of prints or other materials
- Display of images in any business related (retail or otherwise) or commercial venue.
- Alteration of images for display, including digital color enhancement

Client authorizes Hallie Gornall, and/or any assignees and licensees, to use and to create images, and any reproduction of them in any form in any media whatsoever, for promotional materials, online marketing, portfolio, and other areas of marketability. Client acknowledges that the Client will not be compensated, either now or at any time in the future, for any use of marketing and that Hallie Gornall exclusively owns all rights. The Client gives permission for these identified images to be used in the following ways:

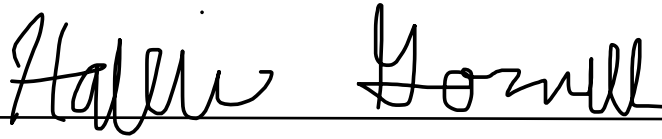
- Printed promotional materials
- Printed portfolio samples
- Online use (including but not limited to social media accounts, website and blog display)
- Other areas of marketability by the Photographer/Videographer

**Entire Agreement:** This agreement contains the entire understanding between Photographer and Client. It supersedes all prior agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties.

*The undersigned have read and understood the contract and agree to the terms and conditions in their entirety.*

**Signatures**

Hallie Gornall

A handwritten signature in cursive script, appearing to read "Hallie Gornall", written over a horizontal line.

Client

A horizontal line intended for the client's signature.