

HALF DOME PRODUCTIONS SERVICE CONTRACT

I. The Parties. This Photographer Service Contract ("Agreement") made _____ ("Effective Date"), is by and between:

Photographer: Half Dome Productions, with a mailing address of:
4718 Indian Peak Road, Mariposa, California 95338 ("Photographer"),

AND

Client: _____, with a mailing address of
_____, ("Client"),

Photographer and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Photographer to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on _____, and terminate with written notice of at least 2 days' notice.

III. The Service. The Photographer agrees to provide the following:

_____.

Hereinafter known as the "Service".

Photographer shall provide, while providing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

IV. Payment Amount. The Client agrees to pay the Photographer the following compensation for the Service performed under this Agreement: \$ _____

Hereinafter known as the "Payment Amount".

V. Deposit. The Client shall pay a non-refundable deposit in the amount of \$ _____ due at the time of signing this contract.

VI. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

VII. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of California.

VIII. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

VIII. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

X. Force Majeure. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfere with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party reasonably timely written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by nation emergencies, insurrections, riots or wars. The excused party shall use reasonable efforts under the circumstances to avoid or remove such cause of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature _____ **Date** _____

Print Name _____

Photographer's Signature _____ **Date** _____

Print Name _____