

# Myher Photography

## Prom Photography Services Order Form

### CONTACT INFORMATION

School Name & Billing Address:		
Address:	Phone:	
City:	Province:	Postal Code:

Primary Contact Name:	
<small>First Name</small>	<small>Last Name</small>
E-Mail Address:	Phone:

### EVENT DATE & TIME

Location:  
  
Facility Contact:

Event Date:  
Setup Time: 4:30PM – 6:00PM  
Photos Services: 6:00PM – 11PM  
Wrap-Up: 11PM - Midnight

### DESCRIPTION OF SERVICES & DELIVERABLES

Myher Photography will provide photography services using professional camera and lighting equipment on the date specified above. The typical sequence is as follows:

- Guests will present themselves to the photographer to have their pictures taken. Multiple photos are taken, fun poses are allowed!
- Photos taken are transmitted to nearby computer workstation(s) whereby guests may select one or more photos to be printed.
- To receive a photo, guests will either redeem a **photo ticket<sup>1</sup>**, or pay for the photo directly to the photographer's staff prior to the photo being printed.
- 5x7 Photos are printed onsite and are either handed to the student immediately and/or are made available to the guests to pick up later that evening.
- Any photos printed, but not collected by students prior to the end time will be left with school staff to be distributed to students at a later date.

### FACILITIES REQUIREMENTS

The facility is required to provide the following:

- Access to an area where photos are to be taken: typically the entrance or reception area, located in proximity to the hall where the Prom will take place.
- QTY = 2 skirted tables (preferably 3x8 dimensions or equivalent) - The tables are required to hold laptop computers, computer monitors and a printer.
- QTY = 2 chairs – for staff working computers
- Access to standard 120 volt 15AMP A/C power
- Access to the facility a minimum of 1 HR prior to the event start time – Plan is to arrive there sometime between 4PM and 5PM to start setting up.
- Facilities staff should contact: Darren Myher at (416) 722-8951 if there are any questions about these requirements.

### PHOTOGRAPHER'S STAFF EXPECTED / MEALS FOR PHOTOGRAPHY STAFF

A meal will be provided for the photographer and photographer's assistants  Meals will not be provided, photo services will be shut down from \_\_\_\_ to \_\_\_\_

If a meal is to be provided, please arrange for the meal to be delivered to the general area where the photographs are being taken. This is to avoid the need to tear down the equipment and then set it up again later. The number of employees that will work the event varies depending on the size of your school. For example, a 250 guest prom would include:

- Photographer
- Photo Selection/Printing Staff Person 1
- Photo Selection/Printing Staff Person 2

### FEES, PAYMENT TERMS, RE-IMBURSEMENTS

The following fees are due on the date of the event:

Event Fee: \$350.00 + Per-Ticket sold fee: \$5.00 \* **Number of Tickets sold**

Frames: Payment for any picture frames ordered is separate from the event fee and is due on pickup/delivery of the frames.

Payments should be made payable to:  
Myher Photography  
3-156 Corstate Avenue  
Concord, ON L4K 4X2

During the event, the photographer will collect **photo tickets**. The purpose of the photo tickets is to make sure that students receive 1 photo. Once the student has claimed their photo, additional photos may be purchased by the students for cash at the event.

A sample of the **photo ticket** to be used should be e-mailed to the photographer in advance of the event. (Note: Many schools choose to use the table place-cards have been used as tickets. If you choose that approach please include text such as: "Give this ticket to the Photographer to receive your free photo" to make it clear to the student that they must retain the ticket until they have their photo.)

### LOST PHOTO TICKETS

No matter how well labeled the photo tickets may be, some students and/or guests will misplace or lose their photo tickets. In that event, the **faculty event coordinators** will be responsible for providing the students with a replacement photo card.

### PHOTO FRAMES

Various Photo Frames are available to purchase. A list of Frame models / prices is available upon request. To allow for time to ship product, please confirm order Model # and quantity no later than 2 MONTHS prior to your event. The Prom committee will be responsible for distributing frames to students. Myher Photography staff will not be distributing the frames directly to students. Frames can be picked up as soon as they arrive from the distributor in case you'd like them prior to the event.

Frames must be purchased in the lot quantities in which they are packed.

<sup>1</sup> One **photo ticket** = one photo with frame. The school will be invoiced based on the total number of tickets redeemed.

# Photography Services Agreement

This agreement for photography services is entered into by the person(s) described on page 1, referred to as "Client", and "Myher Photography" an independent business in Ontario, Canada. This contract is not considered "work for hire".

## DESCRIPTION OF SERVICES

Myher Photography will provide high quality photographic services for the event(s) described on page 1. Unless otherwise noted, Darren Myher is the photographer assigned to take photographs using digital camera equipment, producing "Digital Images" in high-resolution .JPG format. In addition to the primary photographer assigned, Myher Photography may use additional photographers and/or assistants at its discretion. Images will be transmitted to nearby computers where guests may select one or more photos to be printed per the deliverables section of this contract. After the event, photos will also be available to order online via the [www.MyherPhotography.com](http://www.MyherPhotography.com) web site. The event will remain posted to the online ordering site for a minimum of six (2) months and will be removed at the discretion of Myher Photography.

## COOPERATION & AVAILABILITY

The parties agree to cheerful cooperation for the best possible results. In order to help achieve the best results possible at large events, either the Client or their designee must point out individuals/groups that are important to have photographed. It is the Client's responsibility to ensure that individuals are on time, available, and prepared to be photographed. Client will provide Myher Photography with an estimated number of guests expected to attend.

## COPYRIGHT, LICENSE TO USE

It is understood that Myher Photography owns the copyright to all of the Digital Images.

## DEPOSIT, RESERVATION AND SCHEDULING

For prom events, no deposit is required. Instead, payment in full is due at the beginning of the event. Upon return of this signed contract Myher Photography will reserve the specified date and time for the event.

## PURCHASE ORDERS, CREDIT, RESERVATION AND SCHEDULING (FOR CORPORATE EVENTS ONLY)

Upon signature of this contract and receipt of an approved, valid corporate Purchase Order from a company in good standing with good credit, Myher Photography will reserve the specified date and time for the event. Myher Photography will send an invoice immediately following the event, which is due and payable upon receipt. Cancellation may be made up to thirty (30) days prior to the event without penalty. Any Cancellations within the seven (30) day period before an event will be subject to a 20% Cancellation fee. Rescheduling within the thirty (30) day period to a time/date when Myher Photography is not available is considered a Cancellation.

## PAYMENTS, CORRESPONDENCE

Please send payments and correspondence to: Myher Photography, 6143 Maple Gate Circle, Mississauga, ON L5N 7A9 (darren@myherphotography.com).

## LIMITATION OF LIABILITY

Although great care will be taken with the Digital Images, this contract limits the entire liability for any claim, loss, injury or failure to deliver Digital Images to the return of any fees paid by the Client under this contract. In the unlikely event of personal illness or other circumstances beyond the control of Myher Photography, an attempt will be made to procure the services of another professional photographer to fulfill the obligations of Myher Photography.

Myher Photography is not responsible or liable for any other damages beyond the amount of this contract. Client agrees to indemnify, defend and hold Myher Photography and their representatives, agents, contractors, employees, successors and assigns, harmless for any and all liabilities, damages, claims, suits, judgments, costs, fees and expenses that arise as a result of or in connection with the services provided.

## EQUIPMENT FAILURE

In the unlikely event that printer equipment should fail at or during the event, all orders taken during the event will be fulfilled delivered to the school within 3 days of the event. The school will be responsible for disbursement of the printed photographs to guests of the event.

## CHANGES

Any changes to this agreement must be made in writing and signed by all the parties. This agreement constitutes the entire understanding of the parties and is governed by the laws of the Province of Ontario.

By signing this contract, Myher Photography and the Client agree to all of the terms and conditions stated in this contract.

## SIGNATURES

I confirm that the information provided above is accurate and that any missing information pertaining to start / end times and/or venues will be provided to the photographer prior to the event.

Signatures:

School  
Representative:

\_\_\_\_\_

(Client)

Date

\_\_\_\_\_

Darren Myher  
Myher Photography

Date

\_\_\_\_\_