

< Photographer's Letterhead >

Portrait Photography Contract

Client _____ Telephone _____
 Address _____
 _____ Order number _____

Description of Photographic Services to be Provided

Portrait of _____
 Location for photography _____
 Date _____ Time _____
 Number of previews or proofs to be shown to Client Color _____ Black-and-white _____
 Special services, if required _____

Special Usage Requirements _____

Charges. The package fee is based on the Photographer's Standard Price List and includes the photographs described therein. If the fee is not based on a package but is a session fee, all photographs shall be billed in addition to the fee and in accordance with the Standard Price List. In addition to either the package fee or the session fee, the extra charges set forth below shall be billed if and when incurred.

- Package fee (package number _____)..... \$ _____
- Fee without package..... \$ _____
- Extra Charges
- Additional prints..... \$ _____
- Resitting..... \$ _____
- Special retouching..... \$ _____
- Special finishes..... \$ _____
- Rush service \$ _____
- Unreturned previews..... \$ _____
- Overtime \$ _____
- Travel \$ _____
- Other _____ \$ _____
- Subtotal \$ _____
- Sales tax \$ _____
- Total \$ _____
- Less deposit \$ _____
- Balance Due \$ _____**

The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties.

Client _____ Date _____

Photographer _____ Date _____

This Agreement is subject to all the terms and conditions appearing on the reverse side.

Terms and Conditions

- 1. Deposit and Payment.** The Client shall make a deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. If the Client refuses delivery of the order or refuses to pay within thirty (30) days of this order, Client shall be in default hereunder and shall pay _____ percent interest on the unpaid balance until payment is made in full.
- 2. Cancellation.** If the Client shall cancel this Agreement _____ or more calendar days before the session date, any deposit paid to the Photographer shall be refunded in full. If Client shall cancel within _____ days of the session date and if the Photographer does not obtain another assignment for that time, liquidated damages shall be charged in a reasonable amount not to exceed the deposit.
- 3. Photographic Materials.** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer shall make proofs and previews available to the Client for the purpose of selecting photographs, but such proofs and previews shall be on loan and, if they are not returned within fourteen (14) days of receipt by the Client, shall be charged to the Client at the same rate as finished prints of the same size. The Photographer may, with the Client's permission, make the proofs available on a Web site or CD-ROM.
- 4. Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.
- 5. Client's Usage.** The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a print for reproduction, Photographer authorizes Client to reproduce the print only as set forth under Special Usage Requirements on the front of this form. In such event, Client shall request that a credit for the Photographer be placed adjacent to the photograph on publication, but shall have no liability if the publication refuses or omits to do so.
- 6. Failure to Perform.** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.
- 7. Photographer.** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
- 8. Inherent Qualities.** Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
- 9. Photographer's Standard Price List.** The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
- 10. Client's Originals.** If the Client is providing original prints, negatives, or transparencies owned by the Client to the Photographer for duplication, framing, reference, or any other purpose, in the event of loss or damage the Photographer shall not be liable for an amount in excess of \$_____ per image.
- 11. Arbitration.** All disputes arising under Agreement shall be submitted to binding arbitration before _____ in the following location _____ and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$_____.
- 12. Miscellaneous.** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the State of _____.