

## Photography Contract

Client \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Services \_\_\_\_\_

Location \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

Fees  Studio ... \$75  Studio + Outdoor ... \$100  Your Location ... \$100

Makeup Artist ... \$75  Hair Stylist ... \$75

Other \_\_\_\_\_

\_\_\_\_\_

Special image usage requirements and associated fees

\_\_\_\_\_

\_\_\_\_\_

The session fee is due at booking time and is non-refundable unless the session is canceled. All other services and products, including but not limited to retouching, post processing, printed photographs, etc. will be discussed at the ordering appointment and billed in addition to the session fee. If applicable, makeup and hair stylist charges are due at the time of the photo session. The total costs depend on the client's individual needs and the resulting order.

There is no obligation for the client to order any additional services or finished products at the ordering appointment if the client is not satisfied with the session results. In this case the client can select one [1] image from the session which will be provided at no additional cost in electronic format including the right to reproduce the image for non commercial purposes.

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 this agreement signed by both parties.

Photographer \_\_\_\_\_

Date \_\_\_\_\_

Client \_\_\_\_\_

Date \_\_\_\_\_

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

## Terms and Conditions

**Consultation** – The Photographer offers a free consultation to explain the process and to better understand Client's needs. During this consultation expectations are set, options and services are explained and the Client understands what the results of the session will be.

**Session Fee** – The Client shall pay a non-refundable session fee at the time of booking to retain the Photographer to perform the services specified herein. All other services and products, including but not limited to retouching, post processing, printed photographs, etc. will be discussed at the Ordering Appointment and billed in addition to the session fee.

**Ordering Appointment** – The Ordering Appointment will be scheduled about 7-10 days after the Session. The Client will get to see the images and the Photographer will help with all final decisions on images and products that are custom designed for the Client. A gallery of the Clients favorite images can be posted online after the Client placed the order. 50% of the balance is due at the conclusion of Clients Ordering Appointment.

**Product Delivery** – The usual time-frame to deliver the finished products is 4 to 6 weeks from the Ordering Appointment. Additional services and custom designs as well as framing of the finished images may extend this time-line.

**Cancellation** – If the Client shall cancel this Agreement 8 or more calendar days before the session date, the session fee shall be refunded in full. If Client shall cancel within 7 days of the session date and the Photographer does not obtain another assignment for that time, the session fee shall not be refunded. Rescheduling is allowed up to 24-hours before the scheduled session.

**Photographic Materials** – All photographic materials, including but not limited to negatives, transparencies, proofs, digital image files, and previews, shall be the exclusive property of the Photographer. Any artistic and photographic interpretations made related to your photography will be deemed acceptable and correct. The images provided will be edited at Photographers discretion and therefore may not include all images captured during our session or project. The Photographer reserves the right to edit and release only those photographs that meet our artistic standards.

**Copyright and Reproductions** – The Photographer shall own the copyright in all images created and shall have the 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.

**Client's Usage** – The Client is obtaining copies of the images for personal use only, and shall not sell said images or authorize any reproductions thereof by parties other than the Photographer. If the Client is obtaining an image for commercial reproduction, Photographer authorizes Client to reproduce the image 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.

**Failure to Perform** – If the Photographer cannot perform this agreement due to an act of nature, a fire or other casualty, strike, other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return the session fee 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 malfunction, lost in mail, or otherwise lost or damaged.

**Miscellany** – 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 Illinois.