



Portrait Photography Agreement

Updated: June 30th, 2025

*This agreement is between the **Client** [_____], and **Photographer** [Emily Wayland]. Scope of work is attached to this document to outline services being agreed to within this standard agreement.*

Retainer and Payment. The Client shall make a non-refundable retainer of \$50.00 to the Photographer to perform the services specified on attached *Scope of Work*. Upon payment, Photographer will reserve the time and date agreed upon by both parties exclusively for you. The Client may pay in full prior to delivery if they so choose. Please make checks payable to Emily Wayland or pay via cash or PayPal. Please do not mail cash.

Session Timing. The Photographer retains the right to establish set photography times based on the best available light based on weather and season in order to deliver the best result.

Right to Refuse. The Photographer is not obligated to perform her duties if she feels as though the Client is not a good fit, location is outside of preferred service area, failure to perform, or any reason. If the Photographer chooses to refuse after a deposit has been placed, the retainer will be returned to the client.

Cancellation. If Client requests to amend or cancel this agreement 14 or more calendar days before the session date, the retainer shall be applied a mutually agreed-upon, rescheduled date. If Client cancels this agreement, or fails to show, this agreement 14 or less calendar days before the session date, the retainer shall be forfeited. *Client understands and agrees that Photographer will not book other sessions during this time. In the event that Client cancels the portrait session or fails to attend the session on the Session Date, for any reason, Photographer shall suffer losses that are difficult to ascertain.*

Rescheduling/ Late Arrivals. In the event that the Client requests to reschedule a session, the retainer shall be applied to a rescheduled session if notice is given at least 14 days prior to the scheduled event. Reschedule must be within the same calendar year. Any Client that is late arriving to the session beyond 15 minutes will have the amount of time late deducted from the

time allotted for the session. If you are running late, please contact the Photographer as soon as possible.

Artistic Rights. Discretion in selecting and editing the photographic materials released to the client. Emily Wayland does not offer raw files.

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 gallery proofs available through an online gallery proofing website or through an in-person ordering session. These proofs shall be available to the Client within 2-3 weeks of the session. If an online proofing gallery is delivered, it shall remain open for a guaranteed 60 days from delivery. If the Client requests to extend the time or reopen the online proofing gallery, a \$20 archival fee shall apply for an additional 60 days. Photographs are not guaranteed backup storage beyond 6 months from delivery.

Copyright and Reproductions. The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions for, including but not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display within or on the Photographer's website and/or studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client. *It is understood that any duplication or alteration of original images is strictly prohibited {Copyright Law Title 17, Appendix V. Additional Provisions of the Digital Millennium Copyright Act 2005, Section 102} without the written permission of the Photographer. 7.*

Client's Usage. The Client shall only use the prints, including digital files, in accordance with the permissions within this agreement. The Client's prints are for personal use only and shall not be submitted to contests, reproduced for commercial use or authorize any reproductions by parties other than the Photographer. If the Photographer provides a digital file print release, the Client must act in accordance with the release.

Social Media. The Client may share blog post links and Facebook albums through use of the share functions and dissemination of direct links. Client shall not copy, download, screen shot, or capture the photographs in any other fashion.

Failure to Perform. If the Photographer is unable to perform this agreement due to illness, emergency, fire, casualty, strike, *Act of God* or causes beyond the control of the Photographer, the Photographer and Client shall make every attempt to reschedule the session. If a reschedule is unable to be agreed upon, Photographer shall return the retainer to the client and shall have no further liability. Further, if the Photographer is unable to deliver photographic materials due to technological malfunctions, including but not limited to camera and processing, or otherwise lost or damaged without fault of the Photographer, liability shall be limited. If final images are unable to be delivered but the session has already been photographed, Client obtains refund of remaining balance if it had been paid prior to delivery.

Photographer. The Photographer reserves the right to substitute with another photographer. The substitute photographer is chosen at the discretion of the Photographer and does not constitute a breach of this agreement. The Photographer warrants the substitute photographer to be of comparable quality and professionalism.

Pricing. 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.

Service Area and Travel Fees. The Client shall pay .50 per mile for travel 30 or more miles outside of Rock County, Wisconsin.

Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration, administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, administered by a licensed Arbitrator in the jurisdiction closest to the Photographer's office 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 \$200. In no event shall an award in an arbitration

Indemnification. The Photographer shall be held harmless for any and all injury to client during the course of the photography session and the immediately surrounding events.

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 WI.

Attorney's Fees. If either party to this Contract brings a legal action against the other party to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.

Client Signature: _____ Date: _____
(Legal parent/guardian must sign for children under 18)

Photographer Signature: _____ Date: _____