

PORTRAIT PHOTOGRAPHY AGREEMENT

This Portrait Photography Agreement is effective as of [DATE] by and between [CLIENT NAME] ("Client") and [PHOTOGRAPHER'S BUSINESS NAME] ("Photographer"). Client and Photographer are individually referred to as "Party" and may be collectively referred to as the "Parties." This Agreement hereby terminates and supersedes all previous written and oral agreements. Client's session is to take place at [ADDRESS OF EVENT VENUE] on [DATE(S)].

WHEREAS, Photographer represents, warrants, and covenants to Client that Photographer performs services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this agreement.

WHEREAS the Client desires to obtain the benefit of the services of the Photographer, and the Client desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

SERVICES TO BE PERFORMED

Client is guaranteed up to [TIME] minutes of shoot time. [ADD ANY OTHER PROVISIONS, NUMBER OF OUTFIT CHANGES, NUMBER OF LOCATIONS, ETC].

MAY ADD OR REMOVE:

Photographer will provide a print release for Client to print their photos.

PORTRAIT FEES

Portrait fees include a [TIME] minute session and a flash drive and/or other digital copy containing [AMT OF IMAGES] images in hi-resolution from the session. Portrait fees are determined in advance based on the number of individuals to be photographed and the location of the photo shoot. The balance of the session fee is due on the day of Client's portrait session and is payable before shooting begins. Clients must bring the session fee, payable by either check or cash, to the session. No exceptions.

PRINT FEES

Prints through the photographer are ordered a la carte. All prints include standard retouching and shipping through the [SHIPPING COMPANY, EXAMPLE: U.S. POSTAL SERVICE]. Prints generally ship via [NAME SHIPPING OPTION THROUGH SHIPPING COMPANY, EXAMPLE: PRIORITY MAIL] [TIME FRAME PRINTS GENERALLY SHIP, EXAMPLE: TWO TO FOUR WEEKS] after Client's print order has been paid in full. Rush printing and shipping can reduce delivery times by [TIME FRAME REDUCED WITH RUSH PRINTING /SHIPPING, EXAMPLE: ONE TO TWO WEEKS]. A [PERCENT ADDED FOR RUSH FEE]% rush fee is applied to the cost of each rush print.

CANCELLATION/POSTPONEMENT

Client understands that by entering into this agreement, Photographer is foregoing other photography jobs. In the event of a cancellation or postponement of the portrait session/agreement by Client, the amounts paid are non-refundable. Deposits are transferable if a date change is necessary. If a client intends to postpone or cancel, a notice of at least [POSTPONE/CANCELLATION TIME FRAME FOR NOTICE, EXAMPLE: FORTY-EIGHT (48) HOURS] is appreciated.

WEATHER

If it is not possible for a session to take place on a scheduled day due to weather, Photographer and Client will reschedule on an agreed date at the earliest date possible, with no additional charge.

COOPERATION/NO SHOWS

Photographer is not responsible if Client and/or key individuals fail to appear or cooperate during portrait sessions. If the photo session must be rescheduled due to client's cooperation where the photographer has traveled to reach the destination, additional travel fees will apply.

COPYRIGHT

All images are copyrighted to and remain the property of [PHOTOGRAPHER NAME]. Where a digital version of the photographs has been included for the clients as a part of their service, these photographs will include a print release and may be printed and/or displayed online—for personal use only. Any commercial use must be expressly approved in written form by the Photographer. A credit line which reads "[PHOTOGRAPHER NAME]" in type no smaller than that of the related text must appear adjacent to or within all permitted published photographs.

The photographer retains the right to use the photographs for the purpose of advertising or otherwise promotion of their work. Client agrees not to sell any of the files or prints without written permission from the photographer. The client agrees that they are signing a release to allow the use of these photographs for the Photographer's business purpose.

CLIENT'S USAGE/SOCIAL MEDIA

This contract applies to social media, including but not limited to Facebook, Instagram, and blogs. When published online it is required that citation of Photographer be made. The Client agrees that they will under no circumstances alter the Photographer's photograph that is placed in public or on the internet. Any photographs online cannot be cropped (with the exception of forced cropping on social media), altered in color, or edited in any way.

EXHIBITION

Client grants Photographer permission to display selected images resulting from this assignment as an example of Photographer's work and for entrance into photography competitions and releases all claims to profits that may arise from use of images.

PRINT LIFE

Client is aware that color dyes and inks in non-archival prints may fade or discolor over time due to the inherent qualities of dyes and inks, and Client releases Photographer from any liability for claims whatsoever based upon the fading or discoloration due to the inherent qualities when prints are not purchased from photographer. Prints purchased from the photographer are guaranteed against natural light fading and will be replaced in the case of unexpected bleaching.

RETOUCHING, CONVERSIONS AND DIGITAL FILES

Standard retouching includes [DESCRIBE WHAT YOUR STANDARD RETOUCHING INCLUDES, EXAMPLE: LIGHT BLEMISH AND STRAY HAIR REMOVAL]. Complex retouching includes such changes as [DESCRIBE WHAT COMPLEX RETOUCHING INCLUDES, EXAMPLE: THE REMOVAL OF SCARS OR HEAVY BLEMISHES]. Tonal conversions include converting color images to black-and-white. Files are automatically lightly retouched and available in color and black and white for no added fee. Complex retouching may result in an additional fee.

Low-resolution digital files are provided in [FORMAT TYPE, EXAMPLE: JPEG] format at [RESOLUTION SIZE, EXAMPLE: 640 x 480] resolution for free with your session. Client understands prints must not be made from these low-resolution images and are for your digital viewing only.

Hi-resolution digital files are delivered via [HI-RESOLUTION FILES DELIVERY METHOD, EXAMPLE: FLASH DRIVE] within [##] weeks of your session as well as a print release. If the flash drive is lost or damaged and images have not been backed up by the client, the client agrees to pay the fee of \$[XX] to cover the photographer's time and cost for a replacement.

LIMIT OF LIABILITY

We take the utmost care with respect to the exposure, retouching, and transportation of digital captures, proofs and prints. However, in the unlikely event that all the originals are lost, stolen, damaged or destroyed within or beyond Photographer's control, Photographer's liability is limited to the refund of all payments received, or a reshoot can be scheduled at no additional cost. The limit of liability for partial loss or damage of originals will be a prorated amount of the total amount, based on the percentage of originals lost or damaged. In the unlikely event that Photographer is injured or becomes too ill to attend the portrait session, Photographer will make every effort to reschedule to the earliest possible date.

RESOLVING DISPUTES

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in [PHOTOGRAPHER COUNTY AND STATE]. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in [PHOTOGRAPHER COUNTY AND STATE]. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including

attorney fees, will be allocated by the arbitrator.

ENFORCEABILITY

If any of the provisions of this Agreement are found to be unenforceable, the remainder will be enforced as fully as possible and the unenforceable provision(s) will be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

FORCE MAJEURE

In the event either party is unable to perform its obligations under the terms of this Contract because of unforeseen events, including but not limited to, Acts of God, pandemics, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party will not be liable for damages to the other party for any damages resulting from such failure to perform or otherwise from such causes.

APPLICABLE LAW

This Agreement will be governed by [PHOTOGRAPHER STATE] law, without giving effect to conflict of laws principles.

ENTIRE AGREEMENT

This agreement contains the entire understanding between Photographer and Client. It supersedes all prior agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, it does not mean that any other provision is also waived.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE ABOVE CONTRACT AND AGREE TO THE TERMS AND CONDITIONS IN THEIR ENTIRETY.

PHOTOGRAPHER:

Signature

Date

Printed Name

Title

CLIENT:

Signature

Date

Printed Name

Title