

WUSSTIG PHOTOGRAPHY

Portrait Agreement

This document is a contractual agreement made between David S. Wusstig (referred to hereafter as 'Photographer') and;

Client Name (referred to hereafter as 'Client'): _____

Address: _____

City/State/Zip: _____

Tel: _____ Email: _____

Photographer hereby agrees to perform portrait services for the above mentioned client. The Services shall be performed on the date of _____ at _____ .

The photographer and client agree to the following conditions:

- The Client agrees to pay a session fee of **\$150** to reserve the above listed date and time and covers the photographers time and talent including any assistants. Certain package specials listed in the Standard Price Sheet may allow this session fee be waived and used for credit during the print/product ordering process.
- If the Photographer cannot perform this Contract due weather or in case of illness or emergency, then the photographer shall reschedule the portrait session and credit all monies towards the new session date.
- Client understands that by entering into this agreement, Photographer is foregoing other jobs. In the event of a cancellation by the Client, the session fee paid is non-refundable. In the case of postponement, all monies shall be credited towards the new date. Forty-eight hours notice of postponements are greatly appreciated.
- In the event the photographer is unable to perform the portrait session completely, the photographer shall refund all monies paid, excluding expenses, to the Client and shall have no further liability with respect to the Contract unless both parties agree to re-schedule all or part of the session to a new date. This limitation on liability shall also apply in the event that photographic materials are damaged, lost through camera malfunction, lost in mail, or otherwise lost or damaged without fault on the part of the Photographer.
- Client shall book a proofing session or review (password protected) proofs online within 2 to 4 weeks of notification. Photographer retains the right to edit the photographs and omit any images prior to proofing.
- Client understands that if no orders are placed within 60 days of notification, all images from the session will be erased and not be archived.

- Client agrees print and/or product orders must be paid in full prior to delivery. No minimum order is required. Returned check fee is \$40.
- Client is aware that color dyes and inks in 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.
- Under no circumstances shall the Photographer be liable for any amount in excess of the retail value of the Clients order.
- The charges in this Contract 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.
- Client will be responsible for any fee's for the use of private venues at cost. Local examples that require photography permits are Goldfield Ghost Town (Mesa), Desert Botanical Gardens (Phx), and most wedding hall gardens.
- Client agrees to pay a travel rate of \$40 for location shoots beyond thirty five miles from the photographers address or studio up to seventy miles away.
- All images and proofs are the property of the photographer and are for viewing purposes only.
- **NOTICE OF COPYRIGHT:** All images are copyrighted to and remain the property of David S. Wusstig. It is **ILLEGAL** to copy or reproduce these photographs or video's elsewhere without the **written** permission of the photographer and violators of this Federal Law will be subject to its civil and criminal penalties.
- Clients have the right to use any provided or purchased Low Res WM (watermarked) images for social media (such as Facebook) or distribute electronically provided they are un-cropped, un-edited (by anyone but Photographer), and Photographer/Studio logo is clearly shown on the image.
- Client authorizes the Photographer the use of all images created under this agreement the irrevocable and unrestricted right to use and publish photographs of Client, Client's child or children, or in which Client may be included for editorial, trade, advertising and other purposes, and in any other manner and medium; to alter the same without restriction; and to copyright the same. Client hereby releases Photographer and her legal representatives and assigns from all claims and liability relating to said photographs.
- This agreement contains the entire understanding between Photographer and Client. It supersedes all prior agreements between the parties or with representatives of the photographer. 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. This constitutes an order for one portrait session with David S. Wusstig.

Signature of Client or Legal Guardian if a minor

Signature of Photographer

Date

Date