

# Portrait Agreement

**CLIENT INFORMATION (Please Print)**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Shoot Description/Reference \_\_\_\_\_

**APPOINTMENT DATE, TIME, & LOCATION:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PERSONS TO BE PHOTOGRAPHED (Please indicate minors by listing age and birth date.):**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

**ANIMALS AND PROPERTY TO BE PHOTOGRAPHED:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**ADDITIONAL COMMENTS/SPECIAL REQUESTS:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

## TERMS AND CONDITIONS

- It is understood this Studio/Photographer is the exclusive official photographer retained to perform the photographic services requested on this Contract.
- Upon signature, the Studio/Photographer shall reserve the time and date agreed upon. Unless the Studio is able to fully replace the cancelled reservation, all sitting fees and retainers are nonrefundable, even if the portrait is rescheduled or canceled for any reason other than inclement weather.
- If, in the opinion of the photographer, inclement weather or other adverse conditions prevent the creation of a portrait meeting the artistic standards of the studio/photographer, photographer may elect to use an alternate location or to reschedule the portrait.
- No part of any order, including previews, will be delivered until the balance is paid in full.
- The Studio/Photographer reserves the right to use images created under this contract for advertising, display, publication or other purposes. The Client signing this contract warrants that he or she has actual authority to agree to the use of the likeness of all persons included in the portrait in this manner and shall indemnify and defend the Studio/Photographer in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of this Studio/Photographer.
- Studio/Photographer may substitute another photographer to take the photographs in the event of Studio/ Photographer's illness or of scheduling conflicts. In the event of such substitution, Studio/Photographer warrants that the photographer taking the photographs shall be a competent professional.
- If the Studio/Photographer cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return any deposit or sitting fee to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Studio/Photographer fails to perform for any other reason, the Studio/ Photographer shall not be liable for any amount in excess of all monies paid.
- 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.
- The charges in this Contract are based on the Studio's/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.

• NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Studio's/Photographer's permission, and violators of this federal law will be subject to its civil and criminal penalties.

• This Contract incorporates the entire understanding of the parties and is governed by the laws of \_\_\_\_\_(City/County, State). Any modifications of this Contract must be in writing and signed by both parties.

I have read and understand this agreement, including the terms and conditions, and agree to be bound by them:

CLIENT  
Signature\_\_\_\_\_

Date\_\_\_\_\_

PHOTOGRAPHER  
Signature\_\_\_\_\_

Date\_\_\_\_\_