

Portrait Photography Agreement



Client _____ Date _____

Address _____

Telephone _____

Description of Photographic Services to be provided _____

Locations for Photography _____

Address _____

Date _____ Time _____

Special Services, if required _____

Charges: The package fee is based on the Photographer's Standard Price List and includes the photographs described therein. If the fee is not based on a package but is a session fee, all photographs shall be billed in addition to the fee and in accordance with the Standard Price List. In addition to either the package fee or the session fee, the extra charges set forth below shall be billed if and when incurred. *50% (non-refundable) deposit due within 7 days of reserving Angel Eye Photography.

Standard Package Fee \$ _____

Custom Package Fee \$ _____

Extra Charges (to be determined)

Additional prints \$ _____

Resitting \$ _____

Special Retouching \$ _____

Special Finishes \$ _____

Overtime \$ _____

Travel \$ _____

Shipping and Handling \$ _____

Other \$ _____

Make checks payable to:

Angel Eye Photography

11382 US-31 South,

Williamsburg, MI 49690

phone: 231-264-9100

toll free: 866-436-0001

fax: 231-264-6915

www.angeleyephotos.com

Subtotal \$ _____

Sales tax (6%) \$ _____

Total Due \$ _____

Less Deposit \$ _____

Balance Due \$ _____

The parties have read all three pages of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

AUTHORIZED SIGNATURE

(PRINT)

Photographer

Date

Terms and Conditions

- 1. Exclusive Photographer.** The Photographer shall be the exclusive photographer retained by the client for the portrait sitting.
- 2. Deposit and Payment.** The Client shall make a 50% non-refundable deposit to retain the Photographer to perform the services specified herein. Final 50% payment is due two weeks prior to the scheduled portrait sitting
- 3. Cancellation.** The deposit to retain the Photographer to perform the services specified herein are non-refundable. The wedding date reserved for the client has been held exclusively, denying all others the ability to book with Angel Eye Photography.
- 4. 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 proofs and previews available to the Client for the purpose of selecting photographs. Once the client has received proofs, ordered reprints and the photographer has had adequate time to select materials for portfolio, advertising etc. all negatives and CD-roms will be the client's property.
- 5. Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, advertising, 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.
- 6. Client's Usage.** The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a print for newspaper announcement of the wedding, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit for the Photographer adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so.
- 7. Failure to Perform.** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall give a full refund or reschedule the portrait sitting. The Client shall not have any 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 camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.
- 8. Photographer.** The Photographer may substitute another photographer to take the photographs in the event of Photographer's serious illness. In the event of such substitution, Angel Eye Photography warrants that the photographer taking the photographs shall be a competent photographer.
- 9. Inherent Qualities.** 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.
- 10. Photographer's Standard Price List.** 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.
- 11. 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 Michigan
- 12. Amendments.** Angel Eye Photography retains the full power to interpret and amend these rules and also the rule on any and all situations which may arise that are not explicitly outlined in the terms of this agreement.