

**Rachel Baine Photography Portrait Photography Contract**

Client \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

**Description of Photographic Services to be Provided**

Portrait(s) of \_\_\_\_\_

Location for photography \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

**Special services/additional notes**

- One outfit + Military Uniform when requested
- 5 preview images *chosen by me*
- 10 Digital Images *chosen by you*
- Online Gallery for friends and family back home

The online gallery is password protected and allows prints to be ordered to APO addresses and most countries around the world.

The 5 preview images will be placed on facebook, and are sized especially for the web, they have my logo on them, and are an example of the photographs we took during the session.

The 10 digital images will be chosen by you from the online album, these are full sized high resolution photographs, ready for you to print at home, print locally, or share online.

The online album contains the best of the photographs from the session. Test shots, unflattering shots, eyes closed, or blurred shots will not be included in the online album.

Notes: \_\_\_\_\_

**Charges.** The package fee is based on Rachel Baine Photography's 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.

Package fee (package type: Full Session)    **\$200**

**Deposit                    \$50**

**Balance Due            \$150**

The parties have read all of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties.

Client \_\_\_\_\_

Date \_\_\_\_\_

Photographer \_\_\_\_\_

Date \_\_\_\_\_

**This Agreement is subject to all the terms and conditions appearing on page two**

**Deposit and Payment.** The Client shall make a deposit to retain the Photographer to perform the services specified herein. At such

time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. If the Client refuses delivery of the order or refuses to pay within thirty (30) days of this order, Client shall be in default hereunder and shall pay 0.1% percent interest on the unpaid balance until payment is made in full.

**Cancellation.** If the Client shall cancel this Agreement 14 or more calendar days before the session date, any deposit paid to the Photographer shall be refunded in full. If Client shall cancel within fourteen (14) days of the session date and if the Photographer does not obtain another assignment for that time, liquidated damages shall be charged in a reasonable amount not to exceed the deposit.

**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.

**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, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the agreement.

**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.

**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 reproduction, Photographer authorizes Client to reproduce the print only as set forth under Special Usage Requirements on the front of this form. In such event, Client shall request that a credit for the Photographer be placed adjacent to the photograph on publication, but shall have no liability if the publication refuses or omits to do so.

**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 the Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no 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.

**Photographer.** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.

**Client.** The Client is responsible for being aware of their surroundings and use of all photographic props, if damages occur to Client or prop the Photographer is not liable.

**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.

**Refunds.** In the case of camera failure, inclement weather, or any other unforeseen incident that prevents Photographer from shooting on a scheduled date the client will get a full refund of their deposit if applicable. No refund will be given under any circumstances if Client fails to attend the activity on the day and at the time listed, when the booking was made.

Due to the nature of digital photography and the fact that photographs, once sent, cannot be returned; the Photographer has a strict NO REFUNDS POLICY. Once a transaction has been completed (i.e., Once the Client has paid for the photo session and viewed the previews/album) it is then considered non-refundable. Refunds will NOT be given due to not liking a photo or uncooperative subjects, selecting an incorrect photo after the client has already received the photograph, or any other reason. If a mistaken photo is sent to the Client, as documented on the invoice, the Photographer will send the correct photo to the buyer free of charge. Reshoots will be offered only if the client's photographs do not match the photography style and skill level displayed on the photographers website.

**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.

Client Initials \_\_\_\_\_ Date \_\_\_\_\_

Photographer Initials \_\_\_\_\_ Date \_\_\_\_\_