

Portrait Agreement

Client:

Description of Photographic Services to be provided

Portrait of (everyone in photos) _____

Location for photography _____

Date _____ Time _____

Special services if required _____

Email address _____

Cell Phone Number(s) _____

Charges. The fee is based on the Photographer's Standard Price List; all products shall be billed in addition to the fee and in accordance with the Standard Price List. In addition to either the session fee, the extra charges set forth below shall be billed if and when incurred.

Session fee	\$ _____
Extra Charges	
Travel	\$ _____
Subtotal	\$ _____
Sales tax Total	\$ _____
Balance Due	\$ _____

The parties have read both the front and back 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 **LadyBug Photography**

The Parties acknowledge that payment of the deposit is indicia of Client's assent to all the terms and conditions appearing on the pages that follow, which are incorporated by reference.

Terms and Conditions

1. Deposit and Payment. Payments made before The Session date shall be defined as “Deposit(s)” and are non-refundable upon cancellation of The Event, but may be re-applied subject to availability if The Session is rescheduled.

2. Canceled Sessions must be rescheduled within 30 days of notice of cancellation in order to re-apply Deposit(s). If The Session is canceled, The Client must notify The Photographer in writing that The Session has been canceled. Otherwise, The Client shall be responsible for the payment schedule as set forth above.

The Client shall be responsible for and pay any sales tax due. Rescheduled sessions shall be subject to standard pricing in effect on the date to which the event has been rescheduled, and any pricing changes shall be documented in a separate addendum. Additional coverage, not included herein, will be billed separately at the time of purchase. Any discounts will be applied at the time of purchase.

3. Photographic Materials. All photographic materials, including but not limited to digital files, negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. If high-resolution digital images (“Digital Negatives”) are provided to The Client, The Photographer shall supply the images on a high-quality archival medium. However, The Client understands that the medium upon which the Digital Negatives are recorded may fail over time. It shall be the responsibility of The Client to make backup copies of the Digital Negatives provided by The Photographer to The Client.

4. Copyright and Reproductions.

Photographer will provide Client with a reproduction release, which grants the client rights to reprint these images from their image media for personal use at any time. Photographer retains all copyright and licensing rights under United States Copyright Laws. Client agrees and assents to Photographer’s use of images for advertising, promotion and or editorial purposes. Client cannot publish any image in any manner without the written consent of Photographer.

Use by The Photographer: The parties agree that The Photographer may reproduce, publish, exhibit and otherwise use the images created hereunder as samples of The Photographer’s work to be shown to prospective clients (including but not limited to: website, blog, facebook, and twitter, etc.), for instructional purposes during lectures and educational seminars taught by The Photographer and for generic institutional purposes, including use in conjunction with televised or published interviews. Any use of the images produced hereunder by The Photographer shall be judicious and consistent with high standards of taste and judgment.

The Photographer shall not permit, participate or assist in any commercial use or sale of images produced hereunder (except for the provisions outlined above) in which recognizable person(s) are pictured without specific consent of The Client or the recognizable person(s) in the images.

5. 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 or computer 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.

6. **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.
7. **Session.** The Client shall assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed; taking time to pose for photographs at the Photographer's direction; providing a person to guide the Photographer to desired persons and/or scenes; pre-shoot consultations, etc. Client understands and acknowledges that Photographer is being hired as an artist to interpret the subject photographically, and that Photographer, except as is stated herein to the contrary, has no limitation in how to record the subject including choice of media, composition, color or any other aspect of the photographic process. Client understands and further acknowledges that photographs are subject to many variables, and as such Photographer cannot guarantee the delivery of any specifically requested image(s).
8. **Limitation of Liability.** The parties hereby agree and acknowledge that Photographer's full liability under the terms of this contract, for any breach thereof, or for any loss or injury as a result there from is limited to a one hundred (100) % refund of any amounts Client paid Photographer for services rendered hereunder. This includes, but is not limited to, loss through delivery, processing mishaps, casualty, and or equipment failure.

9. **Miscellaneous:**

No changes may be made to this Agreement without prior authorization. All changes must be initialed and dated by both the Photographer and Client.

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and may only be canceled, modified or amended by a written instrument executed by both Client and Photographer. If two or more persons are named herein as Client their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to use in determining the intent of the parties to it. Any waiver of a breach or default hereunder shall not be deemed a waiver of subsequent breach or default or either the same provision or any other provision of this agreement.

The waiver of any one time breach of any term, condition, covenant, obligation, or agreement of this contract shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof. The failure of either party to enforce any terms or conditions of this contract shall not constitute a waiver of the same or other terms and condition or otherwise prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.

Client acknowledges that they have read the "FAQ" regarding events located at, " [http:// http://www.lady-bugfoto.com](http://www.lady-bugfoto.com)