

PORTRAIT PHOTOGRAPHY AGREEMENT – Photo-Worx

P.O. Box 568 Gillett, WI 54124 * (920)544-3308 * sales@photo-worx.com * www.photo-worx.com

Session Date(s): _____ **Session Type:** _____ **Time Session Starts:** _____

Session Location, and address: _____

Subject Name(s): _____

Parent/Contact Name: _____

Phone: _____ **email:** _____

Address: _____

Themes, Ideas, Notes: _____

AGREEMENT Overview: This agreement contains the entire understanding between Daniel Wright, Photo-Worx and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. 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 that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Daniel Wright, Photo-Worx is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Daniel Wright, Photo-Worx.

IMAGES and COPYRIGHTS: the photographs produced by Daniel Wright, Photo-Worx are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the explicitly written permission of Daniel Wright, Photo-Worx. Upon final payment by the client, the client has limited copyright ownership of the resulting images which may be used only for personal use and may not be copied, or reprinted without express permission of Daniel Wright, Photo-Worx. This permission is included with photo disks, with which the owner may make prints for personal use and sharing, as well as use for their personal blogs, sites, and social networks. The owner may not re distribute the disk in any manner. The Client must obtain written permission from, and compensate Daniel Wright, Photo-Worx prior to the CLIENT, or its friends/ relatives publishing or selling the images for profit.

MODEL RELEASE: The CLIENT & Subject hereby grant to Daniel Wright, Photo-Worx and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same; and to copyright the same. The CLIENT hereby releases Daniel Wright, Photo-Worx and its legal representatives and assigns from all claims and liability relating to said photographs.

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill, or has an extreme emergency that prevents him from photographing the event, Daniel Wright, Photo-Worx will make every effort to reschedule the event. If for whatever reason this is not possible, responsibility and liability is limited to the return of all payments received for the package purchased. Daniel Wright, Photo-Worx takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Daniel Wright, Photo-Worx's control, Daniel Wright, Photo-Worx liability is limited to the return of all payments received for the portrait package.

RETAINER & PAYMENT SCHEDULE: 50% of the total cost is due at time of signing this agreement. This is a NON-REFUNDABLE RETAINER. In the event of cancellation, the retainer paid is non-refundable. It shall be liquidated for damages to Daniel Wright, Photo-Worx in the event of a cancelation, or breach of contract by the CLIENT. The CLIENT shall also be responsible for payment of any materials/charges incurred by Daniel Wright, Photo-Worx up to time of cancellation. The retainer shall be applied towards the total cost of the service to be rendered. The remaining charges are payable in full on the date of the session.

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PACKAGE & PRICE INFORMATION:

If you would like to add additional items they may be selected below. Note that some packages already include a selection of prints or other items listed.

PACKAGE: _____ \$ _____

NOTES: _____

Additional Items:

Photo Disk Sets: \$50.00 ea x _____ = \$ _____
These are digital duplicates of the photos included with your packages suitable for personal and web use.

6.5x6.5 Soft Cover Book: \$35.00 ea x _____ = \$ _____
This is a nice soft cover saddle stitched book featuring 12 pages of the best images from the session.

8x10 Soft Cover Book: \$50.00 ea x _____ = \$ _____
This is a nice soft cover perfect bound book featuring 12 pages of the best images from your session.

4x5 Soft Cover Book: \$50.00 ea x _____ = \$ _____
You receive 2 - 4x5 perfect bound books featuring 12 pages of the best images from your session. *These would be great to give to friends and family.*

Framed 20x30 print: \$000.00 ea x _____ = \$ _____
This 20x30 framed photo come in a wood or metal frame. It is an unmated presentation. This is our standard framed print, however if you would like other options please contract us.

16x20 digital gallery wrap art print: \$250.00 ea x _____ = \$ _____
This is a beautiful digital print made from a selected photo from your session. It comes as a 16x20 real canvas print stretched on a 1.5" deep frame. The image is actually wrapped around the frame for a cool effect. This is a ready to mount canvas wrapped frame that does not need an external frame. If you want a stunning wall hanger this is it.

Other Items or prints: = _____ \$ _____ ea x _____ = \$ _____

Sub Total \$ _____ + Sales tax \$ _____ = Final Total \$ _____

By signing below, I hereby agree to the terms of this agreement.

Print _____ Sign _____ Date _____ (Subject/Contact)

Print _____ Sign _____ Date _____ (Parent of guardian (if applicable))

Print _____ Sign _____ Date _____ (Other (if applicable))

Print _____ Sign _____ Date _____ (Photographer)