

PORTRAIT PHOTOGRAPHY AGREEMENT

Zachary Photography

6039 James Dr. Stevensville, Mi 49127 (269)815-4450 www.zacharyphotography.com

Session Date: _____ **Session Type:** _____ **Time Session Starts:** _____

Other shooting Dates and Times agreed on: _____

Session Location, and address:

(Please Print Following Information Clearly)

Client(s) Name: _____

Parent/Contact Name: _____

Phone: _____ **email:** _____

Address: _____

Themes, Ideas, Notes: _____

AGREEMENT Overview: This agreement contains the entire understanding between Zachary Photography 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. Zachary Photography is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Zachary Photography.

IMAGES and COPYRIGHTS: the photographs produced by Zachary Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Zachary Photography's explicitly written permission. 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 Zachary Photography. This permission is included with high resolution 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 Zachary Photography prior to the CLIENT, or its friends/ relatives publishing or selling the images for profit.

MODEL RELEASE. The CLIENT & Subject hereby grant to Zachary Photography 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 Zachary Photography 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, Zachary Photography 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. Zachary Photography 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 Zachary Photography's control, Zachary Photography liability is limited to the return of all payments received for the portrait package.

RETAINER & PAYMENT SCHEDULE: Session/Sitting fees 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 Zachary Photography Studios in the event of a cancelation, or breach of contract by the CLIENT. The CLIENT shall also be responsible for payment of any Zachary Photography Studios materials/charges incurred up to time of cancellation. The retainer shall applied towards the total cost of the service to be rendered. The remaining charges are payable in full on the date of the session.

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.

Portrait Session Fee: _____ \$ _____

NOTES: _____

Additional Items:

Additional Disk Sets: These are exact duplicates of the portraits taken and shown in your proofs.	\$10.00 ea	x _____	=	\$ _____
Other Items or prints: = _____	\$ _____ ea	x _____	=	\$ _____
Other Items or prints: = _____	\$ _____ ea	x _____	=	\$ _____
Other Items or prints: = _____	\$ _____ ea	x _____	=	\$ _____
Other Items or prints: = _____	\$ _____ ea	x _____	=	\$ _____
Other Items or prints: = _____	\$ _____ ea	x _____	=	\$ _____

If Paying By Credit Card

Name: (as it appers on card) _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Credit Card Number: _____
 Exp Date: _____ CVV Number: _____

Your signature below acknowledges you agree to the terms listed in this contract and gives Zachary Photography the right to process your credit card if you so choose to pay by this method.

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

I hereby agree to the terms of this agreement.

Signed: Print _____ Sign _____ (Client(s)/Contact)
 Signed: Print _____ Sign _____ (Parent of guardian (if applicable))
 Signed: Print _____ Sign _____ (Photographer)