

Project Location:
Project Date:
Client Name:
Client Email:
Client Phone Number:
Photographer: Ezra Valenzuela or
Photographer will photograph Client up to hours, starting at: am / pm and ending no later than: am / pm. If Client is late, the Session time frame will not be extended. This time frame will be referred to as the Session. Photographer will provide Client with access to the photos by: in accordance with the rest of the agreement.  [ If Session ends early: amended time: am / pm Photographer signature Client signature ]
This agreement becomes effective upon the Parties signing and dating this Agreement, below.
DESCRIPTION OF SERVICES
Photographer will photograph Client or Client's requested subject(s),
during the Session with the understanding that Client desires the following result(s) (desired results)

Photographer will make a good faith effort to achieve Clients desired results. However, Photographer will maintain ultimate discretion and control over this Session. Photographer will use the equipment that Photographer finds appropriate and will take photographs that Photographer finds appropriate. Clients desired results are limited by the terms of this agreement.

Clients will receive all print(s) that are included in the selected package set. However, Client may add more prints via A La Carte selection (prices vary see A



La Carte selection). A digital preview copy of all purchased photographs will be sent some time after end each session so Client may share on social media (digital preview copies will include a watermark in the corner and will be a lower resolution than purchased prints) THIS DOES NOT GIVE SOLE COPY RIGHTS if Client should choose to share a digital preview copy, Client must give appropriate credit to the photographer and or photo studio. Digital preview copies must not be printed or physical reproductions made.

Client will select photos to be printed before the Session is over so editing may be applied to **selected** photographs before printing (edited meaning changing color, image size, cropping, color correction, retouching, fine tuning) Selection time will be the last 15 minutes of Session time frame and may be on location, Photographer may use this time to take down equipment to maximize Sesion time.

Images will be High Definition quality and printed on archival quality materials in a professional specialized photography lab

Setting up and taking down equipment will be part of session time. Photographer agrees to do this in a timely manner to maximize photographing time during the Session time frame.

Session may end early if both Photographer and Client agree. If that is the case both parties must sign an amended ending time.

# **NO GUARANTEED RESULTS**

As stated in "Description of Services" of this agreement Photographer will make a good faith effort to achieve Client's desired results. However, photography is a subjective artform, and Client acknowledges that Photographer cannot and will not guarantee any particular results including Client's desired results.

# **PRICE**

Service fees vary based on packages and A La Carte selections

# **PAYMENT**

A 50% non refundable retainer must be paid at the time of signature or at a later time agreed by both parties Date\_\_\_\_\_, the order must be paid in



full no later than the day of the scheduled session, if photographing is to commence. Photographer will not reserve a time until the retainer is paid in full.

# PHOTOGRAPHER'S STYLE & DISCRETION

Client understands and agrees that Client is hiring Photographer to perform Photographer's services in Photographer's own discretion and style. Client has no authority to control the manner in which Photographer takes photos. Client has no right to rescind this Agreement in any way if Client is not satisfied with Photographers Photography.

#### **ARCHIVING PHOTOGRAPHS**

Photographer will archive digital files of all photos taken for Client up to \_\_2\_\_\_ years. Photographer does not guarantee back-up photographs, prints or data after this time

### **TERMS AND CONDITIONS**

- 1. Upon signature, the Studio/Photographer shall reserve the time and date agreed upon. Unless the Studio/Photographer is able to fully replace the canceled reservation, all sitting fees and deposits are nonrefundable, even if the Session is rescheduled or cancelled for any reason other than inclement weather.
- 2. If in the opinion of the Photographer, inclement weather or other adverse conditions prevent the creation of a Session meeting the Photographer may elect to use an alternate location or to reschedule the portrait Session
- 3. A NON-REFUNDABLE fifty (50) percent retainment is due at the time of signing this contract or at agreed upon date (see "Payment" section)
- 4. No part of any order, including digital previews will be delivered until

paid in full.

- Client agrees that Client or Client's requested subjects will be photographed as a whole, (Solo portraits will not be taken during a group portrait Session and vice versa)
- 6. The Photographer reserves the right to us images created under this contract for advertising, display, publication or other purposes. The



Client signing this contract warrants they have actual authority to agree to the use of the likeness of all persons included in the photograph in this manner and shall indemnify and defend the studio/Photographer in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of this Studio/Photographer unless a shared copyright agreement is entered into.

- 7. This agreement between the Studio/Photographer and the Client permits a shared copyright allowing the Client to use the digital preview copy of the purchased print(s) on social media as long as proper credit is given to the Studio/Photographer.
- 8. If the Photographer can not perform this contract due to fire, casualty, strike, act of God, or other cause beyond the control of the parties or due to Photographer's illness or emergency, then the Photographer shall return any deposit or sitting fee to the Client but shall have no further liability in respect to this contract. This limitation on liability shall also apply in the event that photographic material is damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Studio/Photographer fails to perform for any reason the Studio/Photographer shall not be liable for any amount in excess of the retail value of the Client's order.
- 9. Client is aware that color dyes in photography may fade or discolor over time due to 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. The charges

in this Contract are based on the

Studio's/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 order is placed

11. This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing, signed and dated by both parties.



Photographer Signiture	Client Signitre
Date	Date