

PORTRAIT CONTRACT



PRETTY POSES
Photography

CLIENT INFORMATION *(Please Print)*

Name _____

Address _____

City _____

State _____ Zip _____ Country _____

Phone _____

Email _____

Shoot Description/Reference _____

APPOINTMENT DATE, TIME, & LOCATION:

PERSONS TO BE PHOTOGRAPHED *(Please indicate minors by listing age and birth date.):*

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

ANIMALS AND PROPERTY TO BE PHOTOGRAPHED:

1. _____
2. _____
3. _____

ADDITIONAL COMMENTS/SPECIAL REQUESTS:

1. _____
2. _____
3. _____
4. _____

TERMS AND CONDITIONS

- It is understood Pretty Poses Photography is the exclusive official photographer retained to perform the photographic services requested on this Contract.
- Upon signature, Pretty Poses Photography shall reserve the time and date agreed upon. Unless Pretty Poses Photography can fully replace the cancelled reservation, all sitting fees and retainers are nonrefundable, even if the portrait is rescheduled or canceled for any reason other than inclement weather.
- If, in the opinion of Pretty Poses Photography inclement weather or other adverse conditions prevent the creation of a portrait meeting the artistic standards of the studio/photographer, photographer may elect to use an alternate location or to reschedule the portrait.
- No part of any order, including previews, will be delivered until the balance is paid in full.
- Pretty Poses Photography reserves the right to use images created under this contract for advertising, display, publication or other purposes. The Client signing this contract warrants that he or she has actual authority to agree to the use of the likeness of all persons included in the portrait in this manner and shall indemnify and defend Pretty Poses Photography in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of Pretty Poses Photography.
- Pretty Poses Photography may substitute another photographer to take the photographs in the event of Pretty Poses Photography's illness or of scheduling conflicts. In the event of such a substitution, Pretty Poses Photography warrants that the photographer taking the photographs shall be a competent professional.
- If Pretty Poses Photography cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then Pretty Poses Photography shall return any deposit or sitting fee to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Pretty Poses Photography. In the event Pretty Poses Photography fails to perform for any other reason, Pretty Poses Photography shall not be liable for any amount in excess of all monies paid.
- Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Pretty Poses Photography from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
- The charges in this Contract are based on Pretty Poses Photography'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.
- NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Pretty Poses Photography's permission, and violators of this federal law will be subject to its civil and criminal penalties.
- This Contract incorporates the entire understanding of the parties and is governed by the laws of St Mary's County, MD. Any modifications of this Contract must be in writing and signed by both parties.

I have read and understand this agreement, including the terms and conditions, and agree to be bound by them:

CLIENT

Signature _____

Date _____

PHOTOGRAPHER

Signature _____

Date _____