



Portrait Photography Agreement

This agreement is between D. Allen Photography, hereinafter referred to as the "Photographer", operating in the State of Texas, and the signers of this portrait photography agreement, hereinafter referred to as the "Clients", collectively referred to as the "Parties", with the portrait session detailed below.

The package list and price list and/or documents attached to this contract are integral parts of this document. The contract terms, agreement, and price list are the only legally binding documents between the Parties.

Client Information

Name:		
Address:		
City:	State:	Zip:
Phone:	Email:	

Venue Information

Name:		
Address:		
City:	State:	Zip:
Time:		

Agreement Overview

This agreement contains the entire understanding between the Photographer 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

Deposit

A Deposit equal to 50% of the total price is required for all portrait sessions. This is a non-refundable deposit. In the event of cancellation, the deposit paid is non-refundable. It shall be liquidated for damages to the Photographer in the event of a cancellation, or breach of contract by the Client. No date is reserved until a deposit is received. The deposit shall be applied towards the total cost of the service to be rendered. The balance of the complete package price must be paid before or on the day of event. If final payment is not received, the Photographer will not be expected to attend said event. Additional custom orders (reprints, enlargements, albums) must be paid in full at the time of order.

Cancellation

There shall be no refund of retainer after the signing of the Agreement and the reservation of the photography date. If the event is cancelled within two weeks of the date, the client shall pay the balance of the contract due to the high probability that the Photographer will not be able to further book that date. Once a balance is paid, it is non-refundable. Any other arrangements shall be discussed between the Clients and the Photographer. All arrangements will be put in writing. Cancellation must be in writing even if a phone call was made to inform the photographer of the cancellation

PHOTOGRAPHY

Portrait Photography Agreement

Change of Date or Venue

The Photographer must be notified immediately of any changes in schedule or location, at least one week prior to the scheduled date of event. Notification of any changes can be made by phone along with written notice sent via email for documentation. If an email is sent, a confirmation of receipt must be sent back by the Photographer in writing or via email. It is the client's responsibility to confirm all arrangements at least 7-10 days prior to the event. In the event of change of address or contact information (time, etc.) as The Photographer kindly asks that the Client get in touch with the Photographer two weeks prior to the date of the event in order to touch base and go over last minute details. The Photographer will make every effort to contact the Client, but it is the Client's responsibility to contact the Photographer to confirm all events and times.

Copyright

Title (possession) of and copyright to all products shall remain with the Photographer until client has paid in full. All photos are copyrighted. The negatives and or digital images (hereinafter collectively the "images") created by the Photographer and/or subcontractor(s) remain the property of the Photographer. It is illegal to copy, scan, reproduce, or post online in forums or elsewhere without the written permission of the Photographer. Violators of this federal law will be subject to its civil and criminal penalties. Permission is hereby granted to the Photographer to use any images created under this contract for professional samples, displays, internet website pages, advertising, exhibitions, contests, and any other purpose. The Photographer retains the copyright to all images produced by the Photographer and/or the Photographer's subcontractors. If purchasing Hi-Resolution images on CD/DVD, Clients will be given a written release to make personal copies of images from CDs or DVDs. The client understands the images given on CD/DVD cannot be used for profit or advertising and all posting of images on the internet must be acknowledged as images by the Photographer.

Failure to Perform

The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Due to the limited and subjective nature of the event, the Photographer cannot be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by location restrictions. The Photographer is not responsible for lost photo opportunities due to other cameras or flashes, the lateness of the clients or other principles. The Photographer is not responsible for the lack of coverage due to weather conditions, scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location. The Photographer will do its best to fulfill all requests but can make no guarantees all images will be delivered. The Photographer recommends that the Client point out important individuals for informal or candid photographs to the photographer during portrait shooting that they wish to have photographed. The Photographer will not be held accountable for not photographing desired people if there is no one to

Expenses

Travel expenses such as parking, shipping, or destination fees must be reimbursed to the Photographer and will be added to the balance due after the event. Travel fees are pre-determined and will be set out in the initial payment total. Clients are responsible for all location fees and permits.

Creative License

Images are edited at the Photographer's discretion, and delivered prints may not include all images shot. The Photographer reserves the creative rights to edit and release only those images deemed creditable as professional in quality and within the photographer's artistic standards.

Returned Checks

Returned checks are subject to a \$50.00 returned check fee. Client assumes responsibility for any and all collection costs and legal fees incurred by the Photographer in the event that enforcement of this contract becomes necessary. All legal action shall be taken appropriately

Client Signature

Date

Photographer Signature

Date

