

Contract stage: \_\_\_\_ Booking \_\_\_\_ Order

Client:

Address:

Phone:

Email:

Description of service to be provided by the photographer:

<Summary of the work to be done, including location, number of images, type of images, etc.>

Fees	Price
Creative Fee	\$500
Image Delivery Fees	To be determined when client orders images
Optional Services Fees (Session, Post-processing and Delivery fees)	To be determined when client orders images
Total due upon signature of contract	\$500
Total due on placement of order	To be determined when client orders images

\_\_\_\_\_  
Submitted by ("Photographer")  
Name and signature

\_\_\_\_\_  
Accepted by ("Client")  
Name and signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Fee and expense structure

Creative Fee includes the Photographer's creative engagement, including his time commitment and his artistic vision to deliver on the Client's requirements.

Image delivery include licensing of digital images and/or printed images.

Optional Services include fees for large groups, post-processing, file conversions and other miscellaneous services.

## Terms and Conditions

**Copyright.** The Photographer shall own the copyright on all images created and shall have the exclusive rights to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions and advertising, entry in photographic contests or art exhibitions, editorial use, or for display within or outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without the written permission of the Client.

**Release.** The Client provides the Photographer with a limited release to use images for self-promotion and advertising. An extended commercial release is optionally available, entitling the Client to a discount on the order.

**Proofs.** Digital proofs delivered by the photographers for the purposes of image selection cannot be used by the Client for any other purpose.

**Client's License to Use.** The Client may use digital or printed versions of the images produced by the Photographer for personal, non-commercial use. The client is allowed to make prints from digital images provided by the Photographer, as well as backup copies of such digital images. Digital images may not be modified other than cropping them in preparation for printing. Printed images cannot be scanned to create a digital file from a print. If the Client desires to make commercial use of an image, the Photographer may grant a commercial license upon payment of fees.

**Alterations.** Client may not make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of the Images, alone or with any other material, including making digital scans unless specifically permitted on the reverse side, except that cropping and alterations of contrast, brightness, and color balance, consistent with reproduction needs may be made.

**Rescheduling and cancellations.** If the Client needs to reschedule or cancel a session, a 24-hour notice is required. If no notice is given, or if it's given less than 24 hours in advance, the Client will forfeit any payments made at the time of booking. If the Client cancels the session, any paid fees will be credited to the Client's account to schedule another appointment within 6 months of the originally scheduled date. Creative Fees are non-refundable if the session does not take place, and will be forfeited if the session is not rescheduled within 6 months of the original session date.

**Satisfaction Guarantee.** If Client or Photographer is not completely satisfied with the work performed by the Photographer, prior to ordering the final images, the Client may request another shoot at no additional charge, or the Photographer will refund the Creative Fee. If the Client is not satisfied with the quality of the final digital files or printed photos, the photographer will reprocess and/or reprint the images at no extra charge, or refund payment.

**Limited Liability.** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God or other cause beyond the control of the parties involved, or due to illness of Photographer, then any unused deposit will be returned to the Client but shall have no further liability with respect to the Agreement. If the Client wishes, another sitting can be scheduled. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In such cases of outside circumstances, the Photographer is not liable.

**Pricing.** The charges in this Agreement are based upon the 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 the order is placed.

**Sales Tax.** The Client shall assume responsibility for payment of all sales tax, if any such tax is due, or enclose a copy of certificate of tax exemption with payment.

**Miscellaneous.** This Agreement incorporates the entire understanding of the parties. Any modifications of this agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. The laws of the State of Texas shall govern this Agreement.