**PORTRAIT AGREEMENT**

This document is a contractual agreement made between:

[your name] (referred to hereafter as “Photographer”)

[address]

[city/state/zip]

[email]

&

[Name]  (referred to hereafter as “Client”)

[Address line one]

[city/state/zip]

[phone]

[email]

**AGREEMENT TERMS**

PORTRAIT SESSION: Client is guaranteed up to one half-day shoot time for a family portrait of 15 (approximate) individuals. Additional fees will be listed in the “YOUR FEES” section of this contract.

SESSION PROOFS: Client will receive a digital proof within 2 to 4 weeks of their portrait session. Photographer retains the right to edit the photographs and omit any image.

CANCELLATION/POSTPONEMENT: Client understands that by entering into this agreement, Photographer is foregoing other photographic jobs. In the event of a cancellation or postponement of the portrait session/agreement by Client, the deposits paid are non-refundable. Deposits are transferable if a date change is necessary. Forty-eight hours notice of postponements or cancellations is appreciated.

WEATHER: If it is not possible for a session to take place on a scheduled day due to weather, Photographer and Client will reschedule on an agreed date at the earliest date possible, with no additional charge.

COOPERATION/NO SHOWS: Photographer is not responsible if Client and/or key individuals fail to appear or cooperate during portrait sessions, or for missed images due to details not revealed to Photographer. If Client and/or key individuals fail to appear to a scheduled portrait session, the 50% deposit is non-refundable. The session can be rescheduled at the original portrait session fee, including an additional 50% deposit.

RESHOOTS: In the unlikely event that Client is completely dissatisfied with the final results based solely on personal preference, Photographer will reshoot at a 25% discount from the original session fee. Client is then able to order prints from the second portrait session only. In the unlikely event that the finished product from a portrait session is unusable due to technical problems, (camera failure or exposure problems), Photographer will reshoot at no additional charge.

COPYRIGHT: All images are copyrighted to and remain the property of [your name].

CLIENT’S USAGE: Client is obtaining a fine art print for personal use only, and shall not sell said print or authorize any reproductions by parties other than Photographer. Prints for publication (such as editorial, public relations or advertising use) require prior written consent from Photographer. A credit line which reads “Jason Matias” in type no smaller than that of the related text must appear adjacent to or within all permitted published photographs.

MODEL RELEASE: Client grants to Photographer and his legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of Client, Client’s child or children, or in which Client may be included for editorial, trade, advertising and other purposes, and in any other manner and medium; to alter the same without restriction; and to copyright the same. Client hereby releases Photographer and his legal representatives and assigns from all claims and liability relating to said photographs.

EXHIBITION: Client grants Photographer permission to display selected images resulting from this assignment as an example of Photographer’s work and for entrance into photographic competitions and releases all claims to profits that may arise from use of images.

LIMIT OF LIABILITY: I take the utmost care with respect to the exposure, retouching, and transportation of digital captures, proofs and prints. However, in the unlikely event that all the originals are lost, stolen, damaged or destroyed within or beyond Photographer’s control, Photographer’s liability is limited to the refund of all payments received, or a reshoot can be scheduled at no additional cost. The limit of liability for partial loss or damage of originals shall be a prorated amount of the total amount, based on the percentage of originals lost or damaged. In the unlikely event that Photographer is injured or becomes too ill to attend the portrait session, Photographer will make every effort to reschedule to the earliest possible date. If the situation should occur, and the portrait session must take place on the scheduled date, Photographer will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received.

CHANGES TO THIS AGREEMENT: There may be additional charges if changes are made to this agreement. Client may increase the period of Photographer’s service on the portrait date, provided Photographer is available during the time requested. Added expenses resulting from such change, including additional service cost, digital capture costs, and change-related fees will be added on to the final balance and will be paid in full by Client prior to delivery of the proof book. Client may not decrease the period of Photographer’s service on the portrait date. If the period of Photographer’s service is cut short by reason of fire, casualty, death, act of God or other cause beyond the control of the parties, Photographer shall still receive the total fees outlined above.

PORTRAIT FEES: Portrait fees include an initial telephone or in-person consultation with Photographer, a half-day photo session with the photographer, the photographer’s assistants, including (one) make-up artist, the photographer’s equipment, the final consultation, and delivery of the completed artwork at the desired size (TBD). All additional fees (detailed below) are transferred to the Client at cost and can be paid at the time of booking or in conjunction with the remaining 50% of the portrait fee on the shoot date. Additional travel fees are required for shoot locations outside of the immediate Seattle area.

Portrait fees are determined in advance. A deposit of 50% of the portrait fee and a signed copy of this agreement are required to reserve a portrait session date. The remaining balance of the portrait fee is due on the day of Client’s portrait session, and is payable before shooting begins. All portrait fees are subject to Washington’s 10% sales tax.

**Portrait Fee:** $7500

50% due upon signing of this agreement.

Date of shoot: TBD

**Additional Fees** TBD:

Location Reservation:

Stage and Prop rental and delivery:

Additional Hair and Make-up Artists if desired:

Cash, check, or credit card payments are accepted. All checks should be made out to Jason Matias. Returned check fee: $50.

ENTIRE AGREEMENT: This agreement contains the entire understanding between Photographer and Client. It supersedes all prior 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, it does not mean that any other provision is also waived. This constitutes an order for one portrait session with [your name].

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Photographer Date

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Client Date