



DIGITAL GLEE PHOTOGRAPHY



Portrait Photography Contract

Client _____ Telephone _____
 Address _____ Order number _____

Description of Photographic Services to be Provided

Portrait of _____
 Location for photography _____

Date _____ Time _____

Number of previews or proofs to be shown to Client Color _____ Black-and-white _____
 Special services, if required _____

Special Usage Requirements _____

Charges. The package fee is based on Digital Glee Photography's Standard Price List and includes the photographs described therein. If the fee is not based on a package but is a session fee, all photographs shall be billed in addition to the fee and in accordance with the Standard Price List. In addition to either the package fee or the session fee, the extra charges set forth below shall be billed if and when incurred.

Package fee (package number _____)..... \$ _____
 Fee without package..... \$ _____

Extra Charges

Additional prints..... \$ _____
 Resitting..... \$ _____
 Special retouching..... \$ _____
 Special finishes..... \$ _____
 Rush service \$ _____
 Unreturned previews..... \$ _____
 Overtime \$ _____
 Travel \$ _____
 Other _____ \$ _____

Subtotal \$ _____
 Sales tax \$ _____
 Total \$ _____
 Less deposit \$ _____
 Balance Due \$ _____

The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties.

Client _____ Date _____

Photographer _____ Date _____

This Agreement is subject to all the terms and conditions appearing on the reverse side.

Terms and Conditions

1. **Deposit and Payment.** The Client shall make a deposit to retain Digital Glee Photography to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. If the Client refuses delivery of the order or refuses to pay within thirty (30) days of this order, Client shall be in default hereunder and shall pay _____ percent interest on the unpaid balance until payment is made in full.
2. **Cancellation.** If the Client shall cancel this Agreement _____ or more calendar days before the session date, any deposit paid to Digital Glee Photography shall be refunded in full. If Client shall cancel within _____ days of the session date and if Digital Glee Photography does not obtain another assignment for that time, liquidated damages shall be charged in a reasonable amount not to exceed the deposit.
3. **Photographic Materials.** All photographic materials, including but not limited to digital files, negatives, transparencies, proofs, and previews, shall be the exclusive property of Digital Glee Photography. Digital Glee Photography shall make proofs and previews available to the Client for the purpose of selecting photographs, but such proofs and previews shall be on loan and, if they are not returned within fourteen (14) days of receipt by the Client, shall be charged to the Client at the same rate as finished prints of the same size. Digital Glee Photography may, with the Client's permission, make the proofs available on a Web site or CD-ROM.
4. **Copyright and Reproductions.** Digital Glee Photography shall own the copyright in all images created and shall have the exclusive right to make reproductions. Digital Glee Photography shall only make reproductions for the Client or for Digital Glee Photography's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of Digital Glee Photography's studio. If Digital Glee Photography desires to make other uses, Digital Glee Photography shall not do so without first obtaining the written permission of the Client.
5. **Client's Usage.** The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than Digital Glee Photography. If Client is obtaining a print for reproduction, Photographer authorizes Client to reproduce the print only as set forth under Special Usage Requirements on the front of this form. In such event, Client shall request that a credit for Digital Glee Photography be placed adjacent to the photograph on publication, but shall have no liability if the publication refuses or omits to do so.
6. **Failure to Perform.** If Digital Glee Photography cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographer's illness, then Digital Glee Photography shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or computer malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Digital Glee Photography. In the event Digital Glee Photography fails to perform for any other reason, Digital Glee Photography shall not be liable for any amount in excess of the retail value of the Client's order.
7. **Photographer.** Digital Glee Photography may substitute another photographer to take the photographs in the event of

Photographer's illness or scheduling conflicts. In the event of such substitution, Digital Glee Photography warrants that the photographer taking the photographs shall be a competent professional.

8. Inherent Qualities. Client is aware that color dyes in photography may fade or discolor over time due to the 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.

9. Photographer's Standard Price List. The charges in this Agreement are based on Digital Glee 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.

10. Client's Originals. If the Client is providing original prints, digital files, negatives, or transparencies owned by the Client to Digital Glee Photography for duplication, framing, reference, or any other purpose, in the event of loss or damage Digital Glee Photography shall not be liable for an amount in excess of \$_____ per image.

11. Arbitration. All disputes arising under Agreement shall be submitted to binding arbitration before _____ in the following location _____ and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$_____.

12. Miscellany. 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. This Agreement shall be governed by the laws of the State of _____.