

Portrait Services Contract

TERMS AND CONDITIONS:

PAYMENT. Client agrees to pay to Photographer the agreed upon sum for prints ordered from this session date. All payments must be made using cash, personal check or electronic wire transfer (ie., PayPal). Personal checks are to be made payable to Gina Neary.

PRICING. The charges in this Contract are based on the Photographer's Standard Price List in effect as of the date of this Contract. This pricing is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

CANCELLATION POLICY. If the Client cancels the session date within thirty days of the session date, an alternate date will first be scheduled. Photographer will make every effort to accommodate postponements as long as there are no scheduling conflicts.

PHOTOGRAPHIC MATERIALS. All photographic materials, including but not limited to digital negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer shall make proofs and previews available to the Client in a private, password-protected online gallery.

NOTICE OF COPYRIGHT AND REPRODUCTIONS. The Studio owns the copyright to all images created and shall have the exclusive right to make reproductions. The Studio shall only make reproductions for the Client or for the Studio's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Studio's business location. If the Studio desires to make other uses, the Studio will first obtain the written permission of the Client.

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 the Photographer. It is a violation of federal copyright law to allow photographs created by Photographer to be digitally reproduced, copied or scanned without written permission. Any use for general public or for monetary gain will be considered copyright infringement. The Client must obtain written permission from Photographer and compensate Photographer prior to the Client or their friends and family publishing or selling the photographs for profit.

DELIVERY OF PORTRAITS: Photographer will supply Client with an online gallery of portraits, edited to the Photographers liking, with 7-10 business days of session. Client agrees and understands that portrait prints should be chosen and ordered with two weeks of gallery receipt. An additional 1.5% charge will be applied to orders placed AFTER the two week time period. Client understands that under normal circumstances portraits will be available within 2 weeks after the date of the portrait session.

Proofs shall be made available online Under normal circumstances, a minimum of 15 images will be displayed as proofs for Client's review.

PHOTOGRAPHER. The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or of scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.

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.

MISCELLANEOUS. This Contract incorporates the entire understanding of the parties. Any modifications of this Contract 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 Contract. The laws of the State of New York shall govern this Contract. No changes may be made to this Contract without prior authorization. All changes must be initialed and dated by both Photographer and Client.

I, _____, have read and fully understand all the is written above. I agree to all points noted.

Deposit Due prior to session: WAIVED