

Elizabeth Dow

PHOTOGRAPHY

147 Hillside Street, Yarmouth, Maine, 04096

207-846-5979

Portrait Sessions Contract

The contract below was created to ensure all clients know exactly what a photography session with Elizabeth Dow Photography entails and to guarantee that client and photographer expectations are met. Please read the entire contract carefully, sign and submit prior to the start of your portrait session.

Do not hesitate to call with questions and thank you kindly for your business!

Elizabeth Dow

Client Information

Current Date:
Name:
Address:
State:
Zip Code:
Phone Number:
Cell Phone Number:
Email Address:
Session Date and Time:
Session Location:

Purchased Package & Price Content Agreement:

Total:

Portrait Sessions Contract

\$ _____ is Due on _____ / _____ / _____
Remaining balance of \$ _____ is due on _____ / _____ / _____
Full Payment has been received & processed on _____ / _____ / _____

SESSION INFORMATION & UNDERSTANDING:

The signing of this contract states the client's understanding that it is their choice to participate in this session, and that the client will not hold studio responsible for any negative actions or feelings that may commence due to the images of this session. By submitting this contract, the client agrees to the terms, conditions, and timeline of the session, and the delivery of images and products. The client states that they are 18 years or older. If the client is not 18 years or older, it is understood that a parent or legal guardian is required to sign this contract as well.

Deposit: This signed contract and 50% of the total package cost are required to book any session or package. The remainder of the package amount is due the day of the scheduled session, prior to the start of shooting. In the event of a canceled session this deposit is non-refundable. The studio reserves the right to refuse services/products if the payment arrangements have not been met unless prior arrangements have been made. Please make checks payable to Elizabeth Dow. Please mail checks to Elizabeth Dow at 147 Hillside Street, Yarmouth, Maine, 04096

Payment Stipulations: There is a \$25 fee for any returned checks. In the event of a previous returned check by client, studio reserves the right to refuse payment of checks in the future. Sessions, design progress and printed orders will not be commenced until payment has been received and processed in full.

Additional Fees: In the event that the client specifies a certain shoot location, the client is responsible for all location fees involved such as access fees, parking, etc.

Client is also responsible for arranging the location access and any permits/passes related to doing so. There are additional fees for the following: added time, additional outfit changes, or any products/prints/services not specified in the package purchased. Additional outfits are \$15.00 per outfit.

Very rarely, there may be an additional charge of \$50 per session for large parties. Additional fees may be assessed for the adding of more than one person within this portrait session. Minor retouching (fix major blemishes, tighter crops, and change in color filter) is included in session package with no additional cost, and final images will be presented fully edited. More involved requests are billed at \$25.00 an hour. You will be asked to confirm the additional rate before I have started working on the photos.

Cooperation: Elizabeth Dow Photography is not held responsible for behavior of parties involved with the photo session. If the desired outcome of your session is jeopardized by the behaviors of parties involved Elizabeth Dow Photography cannot be held responsible. I understand children aged newborn-one year can be particularly difficult. We reserve the right to suggest session rescheduling if progress is not achieved within the first 15-20 minutes of the session.

Client Usage Rights/Copyrights: The photographs produced by Elizabeth Dow Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without explicit written permission. It is a breach of this contract to reproduce the images in any form unless rights were purchased within the package for those images. Client reserves the right to share images previously posted by photographer on social networking sites such as Facebook and Twitter. It is a breach of this contract to crop/hide studio logo. To obtain copyright or ownership of session images, you must sign a Copyright Release signed by Elizabeth Dow Photography.

Images captured by Elizabeth Dow Photography cannot be published, sold for profit, or used within outside marketing materials without written permission from and compensation is provided before use.

Studio Usage Rights/Copyrights: Client grants studio unrestricted usage rights and copyrights to use and publish photographs in any manner or medium. Client grants studio permission to use images taken within this session in samples, marketing materials, editorial, & online web presences, including but not limited to, website, social networks, blog, etc. Images may also be used in photographic competitions and for publication in which case the client will release all profits from images.

Reshoot Policy: In the event that Elizabeth Dow Photography is required to reshoot the session without 5 days prior notice, the client will be responsible for an additional retainer deposit to secure that date. In the event that the weather conditions are not desirable for the shoot based on studio recommendations, the session will need to be

rescheduled and the fee will be waived. Due to liability and equipment damages this decision will be at studio discretion. If Elizabeth has an emergency or illness, the reshoot session fee will be waived and an alternate date will be picked based on availability.

Limited studio space and lighting is available—client reserves the right to opt for indoor photography in the event that rescheduling is not an option. In the event that a reshoot has been scheduled due to the nature of the client appearance in the previous session, the client is held responsible for purchasing an additional package. In the event the client must cancel the contracted services, and balance is paid prior to the session, the photographer agrees to refund all money paid, excluding deposit fee.

Limit of Liability: In the unlikely event that the photographer is injured or becomes too ill to photograph the session, a reshoot will be scheduled for the next available time slot. Although care will be taken with digital files, the photographer limits any liability for loss, damage or failure to deliver photographs for any reason of photographer's non-performance caused by any force or similar circumstances, illness, accident or any cause beyond their control. All images will be backed up and archived for a reasonable length of time. After one year, it is understood that images will continuously be kept in archives but photographer cannot be held liable for unexpected loss, damage or quality loss of session images.

Proofing: For an additional \$25.00, a password protected online gallery through my website will be created and provided to you no later than four weeks following scheduled session. I will notify you via email when the gallery is uploaded. This will give you the time to look through the photos and request any changes you might want before I give all the photographs to you. If there are any images that you want corrected, teeth whitening or extra blemish corrections, there will be an additional \$25.00 added to your bill. These proof images will have the Elizabeth Dow Photography Watermark. This gallery will be hosted for 30 days. In the event that an error is found after the proofs have been approved and ordered, the client will be responsible for 50% of the original order as well as the total cost of creating another online gallery.

If you choose to forgo the online gallery, all images will be given to you on a thumb drive, or emailed to you via We Transfer or uploaded to my Amazon Prime Photo Storage. These images will be yours to keep and will not have the Elizabeth Dow

Photography watermark on them. In the event that an error is found after the proofs have been approved and ordered, the client will be responsible for 50% of the original order as well as the total cost of creating another online gallery. However, if an error was found after all the images were delivered without first approving them through an online gallery, the client will be responsible for 50% of the original order as well as the total cost of creating another online gallery. All sales are final.

Pricing: Prices are subject to change at any time without client notification regarding printed products and services provided. This contract solidifies the package contents and price at the time of booking – this excludes pricing for printed products and design fees.

Creative Privilege: By scheduling a session with our studio, you agree to the creative liberties and style Elizabeth Dow Photography chooses to pursue. There are times in which an image needs a certain crop or a particular treatment. Elizabeth Dow Photography will do her best to suit your tastes, but retains the freedom to take creative liberties in order to deliver the best possible image.

Elizabeth Dow Photography does offer stylized photography options. Upon request, we can help choose client clothing, accessories and session props. Clients looking to obtain the best possible images from their scheduled photography session, are simply asked to trust my judgments and suggestions to help ensure the desired results.

By signing this contract, I agree to all the terms and conditions. Any amendments made to this contract must be agreed upon by all parties involved, in writing.

Client Signature

Date

Elizabeth Dow Photography Signature

Date