PORTRAIT AGREEMENT

CLIENT INFO

FIRST NAME: _____ LAST NAME: _____

STREET ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____

PHONE: _____ CELL PHONE: _____

EMAIL: _____

SESSION DETAILS

DATE: _____ TIME : _____

STREET ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____

PERSON(S) BEING PHOTOGRAPHED: _____

_____

_____

MAY WE SHARE YOUR IMAGES ON SOCIAL MEDIA? Yes _____ No _____

This is an Agreement between Parties: Alena Chamberlain (photographer) and client(s) named located in the client information section above.

Photographer will provide Client with photography services on mutually agreed upon date, which will be confirmed via email. Photographer will photograph Client(s) for up to 1 hour. This time frame will be referred to as the session.

Aléna Diane

Altamont, NY

518-698-1049 | alenadianephotography@gmail.com | alenadiane.com

PORTRAIT AGREEMENT

TERMS & CONDITIONS CONT.

1. NO GUARANTEED RESULTS
Photographer will make a good faith effort to achieve Client's desired results. However, photography is a subjective art form, and Client acknowledges that Photographer cannot and will not guarantee any particular results, including Client's desired results.

2. NON-REFUNDABLE RETAINER FEE
A required retainer of $_____ is due at the signing of this agreement or at another time as agreed by the Parties. The service fee, when due, will be reduced by the amount of the retainer. No photography will take place and no rights are granted until the retainer is paid in full. Photographer will not reserve the session date and time until paid the retainer in full.

3. PAYMENT
Once services are rendered, Client must pay the service fee at the end of the session, unless previously agreed upon. If the fee is not timely paid, Photographer may withhold Client's access to the photographic materials from the session. Also, a late payment fee of $50 may apply. Cash, Check, and Credit Cards are all accepted forms of payment. State sales tax will be applied to all fees.

4. NO REFUNDS
Upon both Parties signing this Agreement, and upon Client furnishing Photographer with the agreed-to retainer, Photographer will reserve the session time and will not make another reservation for the specified time frame. For this reason, all retainers are non-refundable if the Session is cancelled or changed for any reason. Retainer fee is one-time transferable within 30 days if agreed upon by client and Photographer. Fees, once paid, are non-refundable as well.

5. CANCELLATION/RESCHEDULING/LATE ARRIVALS
Cancellation: If Client requests to amend or cancel this agreement 14 or more calendar days before the agreed upon photographic event date, the retainer shall be applied a mutually agreed upon reschedule date. If Client cancels, or fails to show, one(1) or less calendar days before the agreed upon photographic event date, the retainer shall be forfeited and a new retainer will be required to hold a new date.

Rescheduling/ Late Arrivals: In the event that the Client requests to reschedule a photographic event, the retainer shall be applied to a rescheduled event if notice is given at least 5 days prior to the schedule event. Reschedule must be within the same calendar year. Any Client that is late arriving to the event will have the amount of time late deducted from the time allotted for the event. Clients shall not be compensated for the time deducted from the event due to late arrival of the Client.

6. IN THE EVENT THE PHOTOGRAPHER CANNOT PERFORM
In the event of Photographer's foreseeable illness, conflict or inability to perform, Client agrees that Photographer may assign and delegate performance and obligations of this Agreement to another professional photographer at Photographer's discretion. In the event that Photographer cannot perform or the Session does not take place, Photographer is not required to service a later Session.

7. EXCLUSIVITY
It is understood and agreed that no other photographer will be allowed to photograph or take pictures during the Session while Photographer is working, unless otherwise agreed by the Parties in writing. This restriction applies to Client and any associates of Client and includes cell-phone cameras, computer cameras, and their equivalents.

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TERMS & CONDITIONS

8. LIMITS OF LIABILITY
If Photographer cannot perform this Agreement in whole or in part due to circumstances outside of the Parties' control, such as sudden injury, illness, lost equipment, or acts of God, then Photographer will return all retainers and fees to the Client(s) but shall have no further liability with respect to this Agreement. Photographer will also return all retainers and fees, but will not be liable for any other injuries, if photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged, rendering the photographic material unusable, without fault on the part of Photographer.

9. COOPERATION CLAUSE
Photographer cannot be held responsible if person(s) do not cooperate and desired images are not obtained. In the instance of a person/child that is unwilling to be photographed, the photographer may make the call to end the session and reschedule if necessary. Only one reschedule will be permitted. Photographer is not responsible for the expressions of children or adults and reshoots will not be given for unfavorable expressions.

10. CLIENT USAGE
The Client is obtaining images for personal use only. Please do not sell or use images for contests without express written permission from the photographer. It is a violation of federal copyright law to allow photographs created by Lindsey Burnett Photography to be digitally reproduced, copied or scanned without written permission. No edits or changes to the photos may be made. Do not crop nor remove watermark from web-sized images.

11. EDITING/TURN AROUND TIME:
Photographer will choose 15-20 images that meet Photographer's artistic standards to be edited. All chosen images will be edited in Photographer's style and presented in an online gallery within 30 business days from the date of the session. Additional editing requests will be billed at $50 per hour with a 1 hour minimum.

12. ONLINE GALLERY
All edited images will be loaded into a online gallery within 30 business days from the date of the session. The gallery will remain active for 5 days, in which all purchases, both digital and print, must be made. Gallery extensions will be billed at $25 per 3 days.

13. PHOTOGRAPHER USAGE
Photographer retains the right to use photographs of persons in this agreement for advertising, printed marketing, or her portfolio on Lindseyburnettphotography.com or in printed materials. Photographer does not give permission to any 3rd party vendors without written consent from client(s). Any other uses, Photographer will request permission of client(s) prior to usage.

I acknowledge I have read and agree to all terms and conditions laid forth in this agreement:

CLIENT SIGNATURE: _____ DATE: _____

PHOTOGRAPHER: _____ DATE: _____

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