



10233 Warfield Street  
White Plains, Maryland 20695  
(301) 821-3686  
www.Andres-Eye-Photography.com

## PORTRAIT PHOTOGRAPHY AGREEMENT

### Information

**Date of Session:** \_\_\_\_\_

Client's Name: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip \_\_\_\_\_

e-mail: \_\_\_\_\_

**Photography Session** Starts: \_\_\_\_\_ : \_\_\_\_\_ (am/pm) Ends: \_\_\_\_\_ : \_\_\_\_\_ (am/pm)

**Number of Persons in Party:** \_\_\_\_\_

**Session Location:** \_\_\_\_\_

(We reserve the right to refuse a requested location for any reason.)

**Session theme:** *please specify color scheme / traditional / formal /informal / casual etc.*

\_\_\_\_\_

### PORTRAIT PACKAGE AND SERVICES:

STANDARD PACKAGE.....\$ \_\_\_\_\_

*(One or two hour session, party of 2 or less with a CD of five images)*

STUDIO PACKAGE.....(Studio set-up).....\$ \_\_\_\_\_

*(One or two hour session, party of 2 or less with a CD of five images)*

Additional subjects added to the session.....\$ \_\_\_\_\_

20% discount on print order

Photography fee agreed on: \$ \_\_\_\_\_ *(plus applicable expenses as described in the contract)*. A deposit of \$50.00 is due when this agreement is signed, and the balance due is to be paid on the date of the session.

ANDRES EYE PHOTOGRAPHY may end the session at their discretion of having captured adequate images both in terms of quality and quantity. If the session is ended prior to one hour, there will be no refund or credit for unused time.

#### **1. ENTIRE AGREEMENT:**

This agreement contains the entire understanding between ANDRES EYE PHOTOGRAPHY and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

#### **2. RESERVATION:**

Upon your signature, ANDRES EYE PHOTOGRAPHY will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of \$50.00 is non-refundable, even if the date is changed or the portrait session cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted portrait photography package. THE CLIENT understands and agrees that the entire amount owed for the portrait photography package described in the contract is due on the date of the session.

#### **4. CANCELLATION:**

In the event that THE CLIENT cancels the contracted services for portrait photography outlined in this contract before the portrait session takes place, the deposit will be forfeited. ANDRES EYE PHOTOGRAPHY agrees to refund all additional paid money (*less expenditures for which receipts will be provided*), to THE CLIENT.

#### **5. COOPERATION:**

The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. ANDRES EYE PHOTOGRAPHY is not responsible for key individuals failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to ANDRES EYE PHOTOGRAPHY.

#### **6. SHOOTING TIMES:**

The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and ANDRES EYE PHOTOGRAPHY agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, ANDRES EYE PHOTOGRAPHY will not be held liable for any photographs not taken.

#### **7. DETAILS:**

THE CLIENT agrees and understands that the type of work we will produce will be of similar style and caliber to the images shown on our website. THE CLIENT agrees to allow ANDRES EYE PHOTOGRAPHY complete control over the location of the session as well as any poses or lack there of executed at the session. THE CLIENT has received, read and agrees to all terms of copyright in this agreement and those descriptions set forth in the copyright information in this agreement.

#### **8. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS:**

The photographs, digital negatives or prints produced by ANDRES EYE PHOTOGRAPHY are protected by Copyright Law (*all rights reserved*) and may not be reproduced in any manner without ANDRES EYE PHOTOGRAPHY's explicit written permission. THE CLIENT agrees not to make copies for sale or for the purpose of circumventing sale of the images by ANDRES EYE PHOTOGRAPHY. THE CLIENT agrees not to scan, copy or reproduce images in any manner without a written release. Upon final payment by THE CLIENT, limited copyright ownership of the resulting images will be transferred to THE CLIENT under the following conditions:

The negatives and/or slides are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.

THE CLIENT must obtain written permission from, and compensate ANDRES EYE PHOTOGRAPHY prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

**9. MODEL RELEASE:**

THE CLIENT hereby assigns and grants ANDRES EYE PHOTOGRAPHY and its legal representatives the irrevocable and unrestricted right to use and publish photographs of THE CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases ANDRES EYE PHOTOGRAPHY and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that ANDRES EYE PHOTOGRAPHY may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by ANDRES EYE PHOTOGRAPHY.

**10. BEHAVIOR:**

ANDRES EYE PHOTOGRAPHY will not tolerate verbally or physically abusive behavior. Unchecked party member's conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their party members, resulting in an unacceptable degree of misconduct, or if the conduct of any of the party members damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

**11. COMPLETION SCHEDULE:**

The printing process can only start once ANDRES EYE PHOTOGRAPHY receives the order list for the required images. Digital processing takes *approximately 2 weeks after your session*. Creation of prints takes an additional *2-3 weeks or possibly longer* when laboratory and bindery schedules are heavy.

**12. PAYMENTS:**

THE CLIENT agrees that \$50.00 deposit is required at the time of contract acceptance and 100% of the remaining balance is due on THE CLIENTS session day.

**13. FINAL DELIVERY:**

ANDRES EYE PHOTOGRAPHY will deliver the prints and any additional material once printing is completed. High resolution prints of these images can be ordered from ANDRES EYE PHOTOGRAPHY at the specified tariffs. Any special shipping costs will be paid for by THE CLIENT.

**14. METHOD OF REMUNERATION:**

Payment may be made in cash, money order, credit card or check made payable to ANDRES EYE PHOTOGRAPHY:

PROOF OF PAYMENT TO BE PROVIDED ON REQUEST

**15. PURCHASE OF DIGITAL NEGATIVES:**

If THE CLIENT desires a copy of the additional digital negatives (*images not selected for in the paid package*) in high resolution, these images may be purchased at a specified cost and will be supplied on CD/DVD.

**16. PENALTY FEES & CHARGES:**

There is a \$50.00 *late payment fee* for any payments that are not postmarked or delivered to ANDRES EYE PHOTOGRAPHY by the required date.

**17. RIGHT OF WITHDRAWAL:**

ANDRES EYE PHOTOGRAPHY's discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation;

changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should ANDRES EYE PHOTOGRAPHY initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, \$75.00 an hour is charged for all photography services already provided and \$50.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

**18. LIMIT OF LIABILITY:**

In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. ANDRES EYE PHOTOGRAPHY will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the session package.

ANDRES EYE PHOTOGRAPHY takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond ANDRES EYE PHOTOGRAPHY control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

**19. NON-GUARANTEES:**

Although every possible care will be taken to produce photographs from this session, ANDRES EYE PHOTOGRAPHY cannot place an unconditional guarantee on the above. ANDRES EYE PHOTOGRAPHY will not be held responsible for any ruined photographs due to any cause in or outside of ANDRES EYE PHOTOGRAPHY control.

**20. PERFORMANCE:**

The performance of this contract on behalf of ANDRES EYE PHOTOGRAPHY shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

**21. SEVERABILITY:**

If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

**22. AMENDMENTS:**

This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and ANDRES EYE PHOTOGRAPHY at the time of acceptance of this contract shall be recognized as amendments to this contract.

**23. PROFESSIONAL IMAGE MANIPULATION:**

ANDRES EYE PHOTOGRAPHY will allow for limited professional image manipulation (if technically possible) on any \_\_\_\_\_ images of THE CLIENT'S choice. This includes opening of individual's eyes, red eye removal, de-ageing, removal of people and/or objects, insertion of missing people and/or objects, color correction, special effects, portrait glamorization etc. It is understood that if a technicality prevents ANDRES EYE PHOTOGRAPHY from performing requested image manipulation, or if a technicality prevents the final result to meet THE CLIENT'S requirement, THE CLIENT will reside with the fact that ANDRES EYE PHOTOGRAPHY has performed to its best ability with regard to the specific task and that ANDRES EYE PHOTOGRAPHY has no further responsibility towards said image manipulation.

**24. TRAVEL FEE CALCULATION:**

Travel fees are calculated on the normal expected travel time to get to and from the session site from ANDRES EYE PHOTOGRAPHY's office or residence, whichever is closer on the session date. There is no travel time if the session is within 25 miles. Travel time is computed at \$40.00 per hour. *Note:* at \$3.00 plus per gallon and gas usage at highway speeds, four gallons per hour, this is reasonable travel time expense.

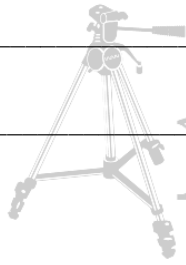
**I have read and understood the terms above. I hereby agree to the terms of this agreement.**

Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed \_\_\_\_\_ (CLIENT *responsible for payment*)

Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed \_\_\_\_\_ (for ANDRES EYE PHOTOGRAPHY)



Andres Eye  
Photography