



## PORTRAIT AGREEMENT

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

Client's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Client's Phone Number: \_\_\_\_\_

Client's Email: \_\_\_\_\_

Date of Portrait to be Taken: \_\_\_\_\_

Type of Portrait: \_\_\_\_\_

How many people will be in the portrait? \_\_\_\_\_

Names of those in portrait: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Will any minor children (under age 18) be in the portrait?  Yes  No

If yes, a Parent/Guardian's signature will be required for said minor child/ren.

*(continued on page 2)*

- 1. AGREEMENT Overview:** This agreement contains the entire understanding between CANDY DROP PHOTOGRAPHY and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.
- 2. COOPERATION:** The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. CANDY DROP PHOTOGRAPHY is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to CANDY DROP PHOTOGRAPHY. CANDY DROP PHOTOGRAPHY will make every attempt to have photos delivered to CLIENT within 30 days.
- 3. IMAGES and COPYRIGHTS:** the photographs produced by CANDY DROP PHOTOGRAPHY are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without CANDY DROP PHOTOGRAPHY's explicitly written permission. The CLIENT may not re-distribute the disk in any manner. The CLIENT must obtain written permission from, and compensate CANDY DROP PHOTOGRAPHY prior to the CLIENT, or its friends/relatives publishing or selling the images for profit. Upon final payment by the CLIENT, the CLIENT has limited, non-exclusive copyright ownership of the resulting images which may be used only for personal use. Upon CLIENT's receipt of their photo CD, they may make UNLIMITED prints for personal use. This permission is included with high resolution disks, with which the owner may make prints for personal use and sharing. The CLIENT will also be granted permission to post photos online to their personal website, social network site or blog, however, they will only be granted this permission if they use watermarked versions of the photos.
- 4. PHOTOGRAPHIC RELEASE.** The CLIENT, on behalf of self and others photographed in the portrait, hereby grants to CANDY DROP PHOTOGRAPHY and its legal representatives, affiliates, and assigns, the irrevocable and unrestricted right to use and publish photographs of the portrait sitting, for advertising, displays, marketing, websites, brochures, personal portfolio and any other purpose and in any manner and medium, and to alter the same. CLIENT waives right to to approve any and all images used or any image alterations. CLIENT understands that CANDY DROP PHOTOGRAPHY cannot control the unauthorized use by persons other than CANDY DROP PHOTOGRAPHY, of CLIENT's name or image once such name or image is published. Any claim CLIENT may have concerning unauthorized publication of CLIENT's name and image may be pursued by CLIENT against the unauthorized user. CANDY DROP PHOTOGRAPHY disclaims any responsibility for such unauthorized use of CLIENT's published name or image. The CLIENT hereby releases CANDY DROP PHOTOGRAPHY and its legal representatives, affiliates, and assigns from all claims and liability relating to said photographs.
- 5. LIMIT OF LIABILITY:** In the unlikely event that the photographer is injured or becomes too ill, or has an extreme emergency that prevents her from photographing the event, CANDY DROP PHOTOGRAPHY will make every effort to reschedule the event. If for whatever reason this is not possible, responsibility and liability is limited to the return of all payments received for the package purchased. CANDY DROP PHOTOGRAPHY takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond CANDY DROP PHOTOGRAPHY's control, CANDY DROP PHOTOGRAPHY's liability is limited to the return of all payments received for the portrait package.
- 6. RETAINER & PAYMENT SCHEDULE:** 50% of the total cost is due at time of signing this agreement. This is a NON-REFUNDABLE RETAINER. In the event of cancellation, the retainer paid is non-refundable. It shall be liquidated for damages to CANDY DROP PHOTOGRAPHY in the event of a cancellation, or breach of contract by the CLIENT. The CLIENT shall also be responsible for payment of any CANDY DROP PHOTOGRAPHY materials/charges incurred up to time of cancellation. The retainer shall applied towards the total cost of the service to be rendered. The remaining charges are payable in full on the date of the session.

*(continued on page 3)*

## PACKAGES

3 images \$ \_\_\_\_\_

5 images \$ \_\_\_\_\_

8 images \$ \_\_\_\_\_

12 images \$ \_\_\_\_\_

15 images \$ \_\_\_\_\_

20 images \$ \_\_\_\_\_

OR

\_\_\_\_\_ images for \$ \_\_\_\_\_

\*Minimum 3 images must be purchased.

Finished products will be delivered to CLIENT on CD, unless otherwise specified in writing. CLIENT may make UNLIMITED PRINTS from their CD, as long as prints are for personal use (see clause 3 on page 2). If CLIENT wants to post photos online, they may do so by purchasing an additional set of images bearing the CANDY DROP PHOTOGRAPHY watermark for an additional \$ \_\_\_\_\_. If the CLIENT does not purchase this package, they may NOT post photos online.

Any prints CLIENT wants photographer to print will be at the sole cost of the CLIENT.

Client's Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Parent/Guardian Signature for minor child/ren: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Photographer's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_