



EAST WAY PHOTOGRAPHY

PORTRAIT PHOTOGRAPHY CONTRACT

The Agreement is subject to the Terms & Conditions appearing on both sides of this document.

billing name: _____ job #: _____

job name: _____ date: _____

CONTACT INFORMATION:

photography description	date	time
Location: _____		
Portrait of: _____		

client contact information

DESCRIPTION OR SERVICES:

number of prints/proofs for review:

print/proof	number (estimate)
<input type="checkbox"/> b&w	
<input type="checkbox"/> color	
<input type="checkbox"/> effects	

special services:

paper: _____
 finishes: _____
 other: _____

delivery method:

CD-ROM: _____
 DVD-ROM: _____
 other: _____

photography questions?
 call: 1(800)324-6201 or 1(585)234-8464 (voicemail)
 website: www.eastwayphotography.com

PRICING INFORMATION:

The package fee is based on the Photographer's Sitting Price List and includes the photographs described therein. If the fee is not based on a package but is a session fee, all photographs shall be billed in addition to the fee and in accordance with the Sitting Price List. In addition to either the package fee or the session fee, the extra charges set forth below shall be billed if and when incurred.

description	price
Portrait Package: (package type)	
Fee without Package	

extra charges	
Additional Prints	
Special Retouching	
Digital Files	
Rush Service	
Resitting	
Overtime	
Travel	
Other	

sub-total: _____

sales tax: *included in price*

TOTAL COST: _____

less deposit: _____

BALANCE DUE: _____

EAST WAY PHOTOGRAPHY

Portrait Photography Terms and Conditions

1. **DEPOSIT & PAYMENT:** The Client shall make a deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. If the Client refuses delivery of the order or refuses to pay within thirty (30) days of this order, Client shall be in default hereunder and shall pay 18% percent interest on the unpaid balance until payment is made in full.
2. **CANCELLATION:** If the Client shall cancel this Agreement 90 or more calendar days before the session date, any deposit paid to the Photographer shall be refunded in full. If Client shall cancel within 14 days of the session date and if the Photographer does not obtain another assignment for that time, liquidated damages shall be charged in a reasonable amount not to exceed the deposit.
3. **PHOTOGRAPHIC MATERIALS:** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer shall make proofs and previews available to the Client for the purpose of selecting photographs. These proofs, unless otherwise noted in this contract, shall be the property of the client. East Way Photography may make proofs available as CD-ROM or DVD. This shall be specified in the contract. In the event that the Client purchases to digital file rights, they are for personal use only. Other uses may constitute copyright infringement.
4. **COPYRIGHT & REPRODUCTION:** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.
5. **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. If Client is obtaining a print for reproduction, Photographer authorizes Client to reproduce the print only as set forth under Special Usage Requirements on the front of this form. In such event, Client shall request that a credit for the Photographer be placed adjacent to the photograph on publication, but shall have no liability if the publication refuses or omits to do so.
6. **FAILURE TO PERFORM:** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

7. **PHOTOGRAPHER:** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
8. **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.
9. **PHOTOGRAPHER'S STANDARD PRICE LIST:** The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
10. **CLIENT'S ORIGINALS:** If the Client is providing original prints, negatives, or transparencies owned by the Client to the Photographer for duplication, framing, reference, or any other purpose, in the event of loss or damage the Photographer shall not be liable for an amount in excess of \$_____ per image.
11. **ARBITRATION:** All disputes arising under Agreement (called the contract) shall be submitted to binding arbitration in the following location Webster, New York and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$100.
12. **MISCELLANY:** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement 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 Agreement. This Agreement shall be governed by the laws of the State of New York.

copyright notice

It is **ILLEGAL** to copy or reproduce these photographs elsewhere without photographer's permission, and violators of this Federal Law will be subject to its civil and criminal penalties.

The Agreement is subject to the Terms & Conditions appearing on both sides of this document.

The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

client:

.....

date:

photographer:

.....

date: