

Client _____
Address _____

Telephone _____ **Email** _____

Photographic Services to be Provided

Usage Specifications _____

Charges. The session fee includes the services described above. In addition to the session fee, the additional charges set forth below shall be billed if and when incurred.

Session Fee.....	\$ _____
(Includes CD of original digital files)	
Digital File Development and Processing Fees.....	\$ _____
Retouching.....	\$ _____
Rush service	\$ _____
Other _____	\$ _____
Total	\$ _____

The parties have read both this sheet and the attached “Terms & Conditions” sheet to this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties.

Client _____
Date _____

Photographer _____
Date _____



Terms and Conditions

- 1. Photographic Materials.** All photographic materials, including but not limited to negatives (digital or film), transparencies, proofs, and previews, shall be the exclusive property of the Photographer.
- 2. Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall have unrestricted permission to copyright and/or use, and/or publish these photographs, in still, single, multiple, moving or video format, or in which I may be included in whole or in part, or composite, or distorted in form, or reproductions thereof, in color or otherwise, made through any media in her studio or elsewhere for art, or any other lawful purpose.
- 3. Client's Usage.** The Client is obtaining the right to use these photographs only as set forth under Usage Specifications on this form; any other usages must be approved in writing by the Photographer.
- 4. 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 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 or computer 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.
- 5. 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.
- 6. 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 California.

