

SENIOR PORTRAIT PHOTOGRAPHY CONTRACT



SENIOR PORTRAIT PHOTOGRAPHY CONTRACT

Photographer:	Client (Parent/Legal Guardian):	Minor:
Julie Goerler	NAME	NAME
4107 Blue Creek Rd	ADDRESS	ADDRESS
Brookville IN 47012	ADDRESS	ADDRESS

This agreement is between the Client, whose name and address is listed above, and **Julie Goerler (Photographer)**.

1. **Retainer and Payment.** The Client shall make a non-refundable retainer in the amount of \$____ for the Photographer to perform the services specified herein. Upon payment, Photographer will reserve the time and date agreed upon by both parties.

Payment for product orders shall be submitted to Photographer at the Premier Reveal & Ordering Session.

Any payment plan agreements agreed to by Photographer and Client shall be included as an addendum to this agreement. A late payment fee of \$30 shall be applied to the late payment amount in accordance with the payment plan agreement. No products shall be delivered until the entire amount is paid in full.

2. **Retainer Inclusion.** A pre-session consultation. ____ hours of shooting time at ____ location(s). Up to ____ outfit changes. Up to ____ retouched images to choose from. One in-person Premier Reveal & Ordering Session appointment.

The Retainer does NOT include any digital or physical products. You will make your selections and purchase your products at the in-person Premier Reveal & Ordering Session appointment.

3. **Cancellation.** If Client requests to amend or cancel this agreement three (3) or more calendar days before the agreed upon photographic event date, the retainer SHALL be applied to a mutually agreed upon reschedule date. If Client cancels, or fails to show less than two (2) calendar days before the agreed upon photographic event date, the retainer shall be forfeited.

If you choose to cancel your Premier Reveal and Ordering Session AFTER the session has already been photographed, you will forfeit the entire non-refundable retainer PLUS you will incur an additional fee of \$500 for the artist's work on the images photographed at the session.

4. **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 two (2) days prior to the scheduled 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.
5. **Adult Presence.** The legal guardian and/or parent of the subject/minor shall be in attendance for all communications and events. Failure of the legal guardian and/or parent to be present shall result in termination of the photographic event and a forfeiture of the retainer.

Immediate family is welcome to attend the portrait session, and one friend may attend if cleared ahead of time.

6. **Premier Reveal & Ordering Session.** All decision makers are required to be present at the pre-scheduled in-person Premier Reveal & Ordering Session appointment in order for the appointment to take place.

You will place your final order at the pre-scheduled Premier Reveal & Ordering Session.

Minimum payment of 50% of the order total is required the day of the pre-scheduled Premier Reveal & Ordering Session. Any remaining balance is due within two (2) weeks of this appointment.

Images not ordered from at the Premier Reveal & Ordering Session will be removed from my system immediately following the appointment.

Ordered images will be archived for a period of two (2) years.

I am not able to offer online sales appointments for any reason, nor am I able to release any previews of the images prior to the Premier Reveal & Ordering Session.

If you require an additional Premier Reveal & Ordering Session appointment, there is an additional fee of \$350 for this appointment.

You will finalize and sign off on your order at the Premier Reveal & Ordering Session appointment. At this time, all sales are final.

Cancellation of an order within 24 hours of the Premier Reveal & Ordering Session appointment will incur a cancellation fee of 50% of the order total. After 24 hours, all orders are non-refundable.

7. **Graphic Design Policies** (books/albums, announcements, etc). The initial design fee is included in the price of the book/album/card/etc. The initial design fee includes one revision by the client when presented for initial approval. Any additional revisions or changes to the design will incur a fee of \$100 per incurrence. All designs will be approved via signing the Album Design & Ordering Agreement. Signoff is required by the client in order for the process to proceed. If additional time is needed, an in-person approval appointment will be scheduled. The fee for this additional appointment is \$100.
8. **Image Presentation Policy.** While the artist may photograph several images of you during the session, only the best images that tell the full story as determined by the artist will be presented at the Premier Reveal & Ordering Session appointment. The artist has carefully selected the best images of the highest quality, and removed any duplicate or similar images (as well as any images that are not up to standards) prior to the Premier Reveal & Ordering Session appointment. No additional images will be presented.
9. **Completion Schedule.** Completion schedules and delivery of products shall be determined from date of final approval by Client. Third-party manufacturing laboratories are utilized for products and may provide restrictions on an order not outlined in this agreement.
 - Albums shall take two (2) weeks from date of final design approval by Client to be received by the Photographer.
 - Wall Art, Canvas, Metals, Gifts and Accessories, shall take two (2) weeks from time of order/full payment.

Client should place orders with sufficient time to allow for normal delays and notify Photographer at the time of the order if there are any extenuating circumstances requiring a quicker turn around. An expedited fee of double the total amount ordered shall be applied to expedited product requests. The Photographer shall not be held responsible for delivery delays due to the fault of manufacturing and/or delivery services.

10. **Deadlines.** The Client shall be solely responsible for informing Photographer of any deadlines related to the production of the photographs. Photographer will make reasonable efforts to comply with the deadlines requested by the Client, provided that Client gives specific advance notice of the deadlines, and such deadlines are approved by the photographer. If any deadlines are agreed to, they shall be approved in writing by Photographer, and attached as Expedited Deadlines (" *Exhibit A ect...*") to this contract and shall become a part hereto. The Photographer shall not be held in breach of this contract if the Client fails to

submit the deadlines in writing to the Photographer at the time of signing the agreement. In the absence of such agreement, no specific guarantee as to time for delivery shall be offered. Expedited fees of double the total amount ordered shall be applied if an expedited time schedule is requested by Client and approved by the Photographer to meet any educational deadlines, including but not limited to Senior events, etc.

11. **Photographic Materials.** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. All orders must be placed within the outlined schedules within this agreement. No products, including digital files, will be released until the agreed upon amount is paid in full per the payment schedule outlined in this agreement.

The Photographer shall make proofs available through an agreed upon in-person Premier Reveal & Ordering Session appointment. These proofs shall be available for viewing by the Client within 1-2 weeks of the photographic event. All orders shall be placed during the in-person Premier Reveal & Ordering Session appointment.

12. **Artistic Rights.** The Photographer retains the right of discretion in selecting the photographic materials released to the client. The Client shall receive a gallery of ____ photographs to select from and shall not receive any photographic materials not presented to the Client.

Copyright and Reproductions. The US Copyright Act protects professional photographers by granting them the exclusive rights to all images created and shall have the exclusive right to make reproductions for, including but not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display within or on the Photographer's website and/or studio. It is understood that any duplication or alteration of original images is strictly prohibited without the written permission of the Photographer. Alterations include, but are not limited to, application of filters, cropping, or modifications of any kind.

Please understand that I take my service to you as a professional very seriously, and you have hired me for our quality, artistry, expertise and reputation. In order to protect my reputation and quality of work for my clients, I must maintain complete control over the printing and quality of the presentation of the images, as well as all forms of reproduction of these images.

The Photographer **DOES NOT** provide the Client permission to resize photographs for Internet-based usage.

13. **Client Usage.** The Client shall only use the photographic prints, including digital files, in accordance with the permissions within this agreement. The Client's prints are for personal use only and shall not be submitted to contests, reproduced for commercial use. Further, the Client shall not authorize reproductions by non-purchasers covered within this agreement. Additional prints and/or digital files may be purchased between third parties and the Photographer with the permission of the Client. Accordingly, if the Photographer provides a digital file print release, the Client must act in accordance with the release.
14. **Social Media.** The Client may share web/blog post links and social media albums through use of the share functions and dissemination of direct links. Client shall not copy, download, screen shot, or capture the photographs in any other fashion.
15. **Photographs/Videography.** The Client shall not engage in photography or videography during the course of the photographic event without the express written permission of the Photographer. Client may take behind-the-scenes photographs with a camera phone as long as the Photographer appears in all images that you take.
16. **Adult Participation.** If the subject photographed is under the age of eighteen, then a parent and/or legal guardian, defined as an individual of **eighteen years** or older acting with legal rights over the minor, shall be the point of all communications and shall attend all photographic events and consultation sessions.
17. **Specifically Requested Shots.** The Client shall inform the Photographer at least five (5) days prior to the arranged session date of specifically requested shots. These shots include, but are not limited to, cap and gown, drape, tuxedo, and extra-curricular activity uniforms and/or props.
18. **Creative Control.** The Photographer retains creative control of the session. This control is including but not limited to the adjustment of hair, makeup, jewelry, clothing, and clothing straps. The Client shall request, at time of session, for any adjustments to clothing, hair and makeup to be made. Client will cooperate with Photographer and defer to Photographer's professional judgment in all matters related to creative control. Client agrees that Photographer cannot guarantee any specific pose or photograph and that Photographer has the absolute discretion to refuse to create any specific photographic image.
19. **Use of Independent Contractor.** Client acknowledges and agrees that Photographer may utilize independent contractors in the course of the photo-shoot. These include, but are not limited to, hair and/or makeup artists. Photographer is not liable for any application or services by any independent

contractor. This includes but is not limited to allergies as a result of use of the products by the independent contractor. Photographer will provide client contact information for any independent contractor utilized in the photographic session. Client agrees and acknowledges that they will contact independent contractor and convey to said independent contractor any health related concerns, allergies, or other pertinent information to the contractor.

20. Failure to Perform. If the Photographer is unable to perform this agreement due to illness, emergency, fire, casualty, strike, act of God or causes beyond the control of the Photographer, the Photographer and Client shall make every attempt to reschedule the session. If a reschedule is unable to be agreed upon, Photographer shall return the retainer to the client and shall have no further liability. Further, if the Photographer is unable to deliver photographic materials due to technological malfunctions, including but not limited to camera and processing, or otherwise lost or damaged without fault of the Photographer, liability shall be limited.

21. Photographer's Standard Price List. This agreement is 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.

22. Travel and Overage Fees. The Client shall pay \$ 30.00 per 30 miles outside the Zip code of 47012.

23. Order Pickup or Delivery Policy. No portion of the order may be picked up or received until the entire order has been paid in full. There are no exceptions.

Before leaving the Premier Reveal & Ordering Session appointment, we will schedule your pick up/delivery date for you. Should your order be ready earlier, I will contact you to arrange an earlier pick up/delivery appointment.

24. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration, administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, administered by a licensed Arbitrator in the jurisdiction closest to the Photographer's office 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 \$200. In no event shall an award in an arbitration initiated under this clause exceed the contracted price of the controversy in dispute.

25. Indemnification. Client agrees to hold harmless Julie Goerler, Julie G Photography LLC and employees for any and all injury to client or their family during the course of the photography session and the immediately

surrounding events. Client also agrees that Julie Goerler, Julie G Photography LLC will not be held accountable for loss or damage of any personal property during their session or when they are on site at the studio.

26. **Miscellany.** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. This Agreement shall be governed by the laws of the State of Indiana.

27. **Construction.** The terms of this agreement shall be interpreted according to their fair meaning. No ambiguity shall be construed for or against either party.

28. **Waivers.** The waiver of any breach of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Contract.

29. **Attorney's Fees.** If either party to this Contract brings a legal action against the other party to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.

Photographer's Signature:

Client's Signature:

Date

Date

