



# Portrait Photography Contract

It is mutually agreed that the following terms of agreement form an integral part of this contract.

**Payment & Prices:** All Package costs are as stated at the time of booking and will remain once booking is confirmed, No images will be given to the client until full payment has been paid to Undying Xpressionz.  
The price of this package will be \$\_\_\_\_\_ for \_\_\_\_\_ hours of photography services.

**Booking Fee:** A 50% deposit is required when the client signs and returns this contract. Dates are reserved when Booking Fee is paid. The Booking Fee will be subtracted from the total cost of the Package.  
A deposit of \$\_\_\_\_\_ is made on this day in the form of:      check or      cash.

**Late Fees:** BE EARLY. If you're late there will be a \$10 late fee. NO exceptions or No shoots. The late fee starts the 1<sup>st</sup> TEN minutes past your scheduled time. PRETEND IT'S A JOB INTERVIEW YOU NEED. That goes for TF shoots as well. TIME IS MONEY!!!

**Cancellation:** In the event of cancellation, the deposit is refundable if cancellation is made at least one week prior to date. Any cancellations less than one week will not be refunded. **There will be a \$35 rescheduling fee.**

**Travel:** Jobs outside a 50 mile radius could incur a travel charge. Overnight accommodations will be charged to the client if necessary.

**Full Rights:** As a photographer, I own full rights to all images I shoot. TF shoots means that I allow you to use the image. My fee allows you to have shared rights of the images. To own full rights of the images my fee is \$\_\_\_\_\_.

**Coverage:** It is the Client's responsibility to make sure that members of the party are on time and available when requested for a photograph. Please designate a coordinator.

**Weather:** Undying Xpressionz will make necessary changes due to inclement weather.

**Image Irregularities:** Final images will match the original photographs, but may vary slightly. Photographer reserves the right to make necessary adjustments to images.

**Acts of God:** Undying Xpressionz takes every care to performance of this contract. But this contract is subject to Acts of God beyond or control; i.e. Fire or Police action.

**Limitation of Liability:** In the unlikely event that all or some of the photographs fail to materialize or there is total photographic failure due to reasons beyond Undying Xpressionz' control, the liability of Undying Xpressionz will be limited to the refund of all money paid. Neither party shall be liable for indirect or consequential losses. In any event, the limit of Undying Xpressionz' liability shall not exceed the original price.

**Copyright:** These documents and all images belong to Undying Xpressionz and it is a criminal offense to copy or reproduce any of these images by any means without written permission of the photographer. Failure to obtain permission will result in **legal action**. The only exception is when **FULL RIGHTS** have been purchased. ALL original images remain the property of Undying Xpressionz. Undying Xpressionz keeps all images on file for five years. Permission is granted for all images to be displayed and used by Undying Xpressionz for competition, advertising, and Internet purposes.

The Terms of this Contract are accepted by:

\_\_\_\_\_  
Signature of Client:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature of Undying Xpressionz

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Date: