



www.outerbanksfamilyphotography.com

252.202.5875

4020 Tackle Ridge Dr.
Kitty Hawk NC. 27949

Portrait and Event Photography Contract

Contact Details

Client Name: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Home Mailing Address: _____

Portrait Details

Street address of rental house OR address of meeting location if different: _____

Estimated # of people _____	\$ _____	
Additional Half Hour _____	\$ _____	(\$50/half hour)
DVD Discs \$100 _____	\$ _____	
Travel Fees _____	\$ _____	(\$50 – Rodanthe, Waves, or Salvo \$100 – Carova or South of NagsHead)
Total Due _____	\$ _____	
Less Deposit _____	\$ 50.00 _____	
Balance Due _____	\$ _____	

The parties have read all pages of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. The 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: _____

Photographer completes:

Date of Shoot: _____ Time: _____

Additional Details:

Arrival Date: _____ Departure Date: _____

In case we need to reschedule due to weather, please list any date and time preferences as well as any limitations. We will do our best to accommodate all requests, but we cannot guarantee any slot beyond your initial booking:

If purchasing a DVD, what family name or title do you want on it ("Smith Family", "Sarah's Senior Portrait", "OBX Vacation 2017", Etc.) If left blank DVD will say "OBX 2017": _____

Addresses for additional discs (If left blank, all additional discs will be mailed to the client):

Additional notes for photographer: (i.e. My grandmother has trouble standing for long periods of time and cannot sit in the sand) _____

Standard Pricing List:

# of people	Time	Price
1-6	1 Hour	\$325.00
7-14	1 Hour	\$375.00
15-24	1 Hour	\$425.00
25-34	1.5 Hours	\$475.00
35-45	1.5 Hours	\$525.00
Each 10 over 45	1.5 Hours	+\$50.00

Travel to Rodanthe, Waves, and Salvo \$50.00
Carova 4X4 or South of Salvo \$100.00

Terms and Conditions:

1. Deposit and Payment: The Client shall pay a retainer of \$50 to retain the Photographer to perform the services specified herein. On the day of the event, the retainer shall be applied to reduce the total cost of the package, and Client shall pay the balance due. Retainer is nonrefundable due to cancellation.
2. Overtime: Additional half hours beyond those included in the Package will be charged at \$50/hr.
3. Artistic Style: On its own behalf, and on behalf of the subject: Client acknowledges their familiarity with the Photographer's portfolio and is requesting Services with knowledge of the Photographer's style. Client acknowledges that body of work is constantly evolving; Photographer's services are of unique and artistic nature; that the photos may be different from photographs taken by the Photographer in the past; and that in creating the photos, the Photographer shall use their personal artistic judgment to create images consistent with this personal vision. This vision may be different from the Client's and /or the Subject's vision of the Event. Accordingly, Client acknowledges that the Photos shall not be subject to rejection on the basis of taste or aesthetic criteria.
4. Requested and Delivered Photos: Every reasonable effort will be made to take requested photos, but no specific pose or photograph can be promised. Client understands that this is an uncontrolled event and that, due to the vagaries of the weather, available light, time restrictions, and willingness of subjects, Photographer cannot guarantee that any requested photos will be taken. Images determined by the Photographer to be substandard or duplicated may be removed from final product and is at the sole discretion of the photographer. Such selection constitutes all images that will be available to Client. This finished product will be available within 8 weeks of photographing.
5. Copyright and Reproductions: The Photographer shall own the copyright in all images created. 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.
6. Right to Print Statement: *This document grants printing release to Client. This release is fully transferable by the above named for printing only, and a copy of this document should be considered adequate proof of release by the printer. Photos shall be for personal use only. This release does not include rights of sale, nor is permission granted for contest entry or sale without written permission from Jason Denson Photography. Copyright is retained by Jason Denson Photography.*
7. Failure to Perform: If the Photographer cannot perform this Agreement due to fire, weather, casualty, strike, illness, act of God, or other cause beyond the control of the parties, then the Photographer shall return any retainer 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 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.
8. Photographer Substitutions: The Photographer may substitute another Photographer in the event of illness. In such substitutions, the Photographer will make every effort to obtain a competent professional of like or similar quality.
9. Photographer's Standard Price List: The charges in this Agreement are based on the above Standard Price List. This price list is adjusted periodically and future price lists shall be applied to orders at the time they are placed.
10. Miscellany: This Agreement incorporates the entire understanding of the parties. Any modifications to the **terms and conditions** 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 North Carolina.

Client Initial: _____