



## PORTRAIT PHOTOGRAPHY AGREEMENT

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

Location: \_\_\_\_\_

Client: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Time Photography Session Starts& Ends: \_\_\_\_\_

Additional Location(s): \_\_\_\_\_

Themes, Ideas, Notes: \_\_\_\_\_

\_\_\_\_\_

### Services description and fees agreed on

(see attached pricelist for the choice of coverage and any additional products/services):

\_\_\_\_\_  
\_\_\_\_\_

**Amount of credit** to be applied towards your order of prints, books and other photo products:

\_\_\_\_\_

**Deposit 50%** (Due on the signing of this agreement):

\_\_\_\_\_

**Balance** (to be paid on the date of the ceremony):

\_\_\_\_\_

**AGREEMENT Overview:** This agreement contains the entire understanding between Laika Studio Photography and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

1. **Booking:** 50% of the total cost is due at time of signing this agreement. This is a NON-REFUNDABLE RETAINER. In the event of cancellation, the retainer paid is non-refundable. It shall be liquidated for damages to Laika Studio Photography in the event of a cancellation, or breach of contract by the CLIENT. The CLIENT shall also be responsible for payment of any materials/charges incurred up to time of cancellation. The retainer shall be applied towards the total cost of the service to be rendered. The remaining charges are payable in full on the date of the session. Laika Studio Photography considers a session booked only upon receipt of both payment and this signed contract. It reserves the right to book other clients for the desired session until **both** items are received. Rates are subject to change without notice. Clients will receive rates posted at time of booking.

2. **COOPERATION:** The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Laika Studio Photography is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Laika Studio Photography.

3. **Rescheduling/Late Arrivals:** In the event that clients wish to reschedule a session, all amounts paid are NON-REFUNDABLE. In the event of postponement, notice must be given at least 7 days prior to the scheduled time and must be rescheduled within same calendar year. Late arrivals will have amount of time late deducted from total time allotted for session.



4. **LIMIT OF LIABILITY:** In the unlikely event that the photographer is injured or becomes too ill, or has an extreme emergency that prevents her from photographing the event, Laika Studio Photography will make every effort to reschedule the event. If for whatever reason this is not possible, responsibility and liability is limited to the return of all payments received for the package purchased. Laika Studio Photography takes the utmost care with respect to exposure, transportation, processing and archiving the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Laika Studio Photography's control, Laika Studio Photography's liability is limited to the return of all payments received for the portrait package. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Studio/Photographer fails to perform for any other reason, the Studio/Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

5. **Physical Liability:** Clients are responsible for their conduct at all times. Any breakage or damage to equipment or studio contents are the sole financial responsibility of clients. Clients agree to hold Laika Studio Photography and its agents harmless for any injuries or damages sustained preceding, during, and immediately following a session.

6. **Images and Copyright:** The photographs produced by Laika Studio Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Laika Studio Photography's explicitly written permission. Commercial use of images is strictly prohibited. Images may not be entered into any contest or submission without prior written authorization. Screen grab downloads, printing of digital images and scanning of prints for digital imagery use is illegal and punishable by law. Disks provided to Client with web sized watermarked images are not to be reproduced and are for displaying on social networking sites, email, and online forums only. Watermarks are not to be cropped out unless payment is received to do so.

7. **Payment:** Payment may currently be made by cash, check, or Paypal for credit cards (please contact me if you wish to use this feature). If paying by check and credit card payment must clear before receiving final products or before booking is confirmed. If payment is returned for any reason a \$35 NSF Fee will be applied to your account in addition to any fees applied by your bank and 10% interest will accrue after 30 days every month thereafter until the balance is paid in full. Client also understands that there is a \$.45 per mile charge for any travel over 40 miles and an additional cost for some locations is to be paid within 30 days of session.

8. **Proofing:** Proofs and/or high-resolution digital files will be delivered within 2-6 weeks from the photosession date; albums-within 8 weeks from the date ordered. Unless otherwise written proofing galleries will be made available for 14 day in which you will have time to review your pictures and use your sessions credit to place your order. Orders for prints&photo products must be placed within that time or a reinstating fee of \$25 for each additional week will be applied. All galleries will again be made available late October in order to order holiday prints and cards and will be again archived in after the New Year.

By signing below you are have read and understood this agreement and agree to be bound by them:

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THE CLIENT

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Laika Studio representative,  
Polina Nezvankina