

2010 E Shore Drive  
Lansing, NY 14882

(607)351-2929  
info@BradMarzolfPhotography.com

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

Client Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

Description of Photographic Services to be Provided

Portrait of: \_\_\_\_\_

Location for photography: \_\_\_\_\_

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

Prices listed are based on a session fee only. Prints and packages may be ordered for an additional cost based on Photographers Standard Price List, available at [www.BradMarzolfPhotography.com](http://www.BradMarzolfPhotography.com).

<u>Package</u>	<u>Price</u>	_____
__ Back to School	\$25.00	_____
Pre-K through 11th grade, 45 minute session, 5 professionally edit photos		
__ Basic Portrait Session	\$125.00	_____
1 hour session, unlimited wardrobe changes, 1 person per session, 10 professionally edited photos		
__ Senior Portrait Session	\$200.00	_____
2 hour session, unlimited wardrobe changes, 1 person per session 20 professionally edited photos		
__ Engagement Portrait Session	\$250.00	_____
2 hour session, unlimited wardrobe changes, 2 persons per session 20 professionally edited images		
__ Family/Group Portrait Session	\$250.00	_____
Includes family/group up to 6 people, 2 hour session, unlimited wardrobe changes 2 professionally edited image of family groups, 1 professionally edited image of each individual		
__ Additional Family/Group Member	\$25.00/each	_____
__ Additional Session Time	\$25.00/half hour	_____

Total Sitting Fee, due at time of setting date: \_\_\_\_\_

Notes: \_\_\_\_\_

The parties have read this agreement, agree to all its terms and acknowledge receipt of a copy of the agreement signed by both parties.

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

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

## Terms and Conditions

1. **Deposit and Payment.** The Client shall make a deposit to retain the Photographer to perform the services specified herein on the date and time specified within the contract. Deposit or sitting fee does not include the production of prints for the client. Prints are to be purchased separately through the photographer's website
2. **Cancellation.** If the Client shall cancel this Agreement 30 or more calendar days before the session date, any deposit paid to the Photographer shall be refunded in full. If Client shall cancel within 29 days of the session Photographer shall retain the deposit towards another date that may be established between the Photographer and the Client. Photographer may cancel due to poor weather conditions and reschedule with Client on agreed date with no fees to Client.
3. **Photographic Materials.** All photographic materials, including but not limited to digital copies, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer shall make proofs and previews available to the Client for the purpose of selecting photographs. The Photographer may make the proofs available on a secure web site or CD-ROM accessible by Client only.
4. **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 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, or make available to the public photos that may cause reputational damage, the Photographer shall not do so without first obtaining the written permission of the Client. Reputational damage may include, but not limited to, photos that convey Client as a persona other than represented in public circumstances.
5. **Client's Usage.** The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a print for reproduction, Photographer authorizes Client to reproduce the print only as set forth under Special Usage Requirements on the front of this form. In such event, Client shall request that a credit for the Photographer be placed adjacent to the photograph on publication, but shall have no liability if the publication refuses or omits to do so.
6. **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 return the deposit 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 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.
7. **Photographer.** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional. In the event of a substitute photographer, Client holds the right to change planned poses for the session.
8. **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.
9. **Photographer's Standard Price List.** The charges in this Agreement are 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.
12. **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 New York
13. **Alterations.** Client shall not make alterations, additions, or deletions to the Photographs, including but not limited to the making of derivative or composite images by the use of computers or other means, without the express, written consent of the Photographer. This prohibition shall include processes not presently in existence but which may come into being in the future.
14. **Releases.** Client agrees to indemnify and hold harmless the Photographer against any and all claims, costs, and expenses, including attorney's fees, arising when no model or property release has been provided to the Client by the Photographer or when the uses exceed the uses allowed pursuant to such a release.
15. **Photographer will protect to the best of Photographer's technical ability all digital photos taken during the photo shoot. Protection of digital photos extend to any Internet and cloud services to which the Photographer may subscribe or contract. The security and terms of service will have been reviewed by Photographer before storing digital photos with said provider and include coverage of the terms and conditions agreed upon in this contract, whereas the service provider does not assume ownership of files stored within the service. Photographer maintains full ownership of all files stored with the service and photos will be made available only to Client. Client holds the right to request Photographer to discontinue use, and remove any photos stored, with any Internet and cloud services if Client determines that the security does not meet satisfactory requirements to avoid possible reputational damage of Client.**