



**Outer Banks Family
Photography**

**252.996.0063
426 Kitty Hawk Bay Drive
Kill Devil Hills, NC 27948**

Portrait Photography Contract

Client Name: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Mailing Address: _____

Date of Shoot: _____ Time: _____ Estimated Number of People: _____

Street address of rental house: _____

Location of shoot (if different from beach by rental house): _____

Package Fee	\$ _____	
Additional Hours _____	\$ _____	(\$100/hour)
Additional Discs _____	\$ _____	(\$50 Per Additional)
Travel Fees	\$ _____	(\$75 – Avon, Buxton, Frisco & Hatteras)
Total Due	\$ _____	
Less Deposit	\$ <u>50.00</u>	
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: _____

Event Details

Arrival Date: _____

Departure Date: _____

In the event of reschedule due to weather, please list any day and time preferences as well as any limitations. We will do our best to accommodate all requests but cannot guarantee any slot beyond that of your initial booking:

Family name or title you want on the DVD (“Jones Family”, “Tim's Senior Portrait”, “OBX Vacation 2016”, Etc.) _____

(If left blank DVD will say “OBX 2016”): _____

Addresses for additional discs (if left blank all additional discs will be mailed to client):

Additional notes for photographer:

Package List

People	Price	Time
1 to 5	\$350.00	1 Hour
6 to 14	\$400.00	1 Hour
15 to 24	\$450.00	1 Hour
25 to 39	\$500.00	1.5 Hours
40 and up	\$550.00	1.5 Hours

Terms and Conditions

1. Deposit and Payment. The Client shall make a deposit of \$50 to retain the Photographer to perform the services specified herein. On the day of the shoot, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. In the event of client cancellation the deposit shall not be refunded.
2. Overtime. Additional hours beyond those included in the Package will be charged at \$100/hr.
3. Artistic Style: On its own behalf, and on behalf of the subject: Client acknowledges that it is familiar with the Photographer's portfolio and is requesting Services with knowledge of the Photographer's style; that Photographer's work is constantly evolving; that 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 his personal artistic judgment to create images consistent with his personal vision of the Event, which 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 pictures, 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 possibly guarantee that ALL requested photos will be taken. Images determined by the Photographer to be substandard or duplicated may be edited out. The Photographer will use his professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be available to Client
5. Receipt of Product. The Photographer will provide the Client with the finished product within 2 Months of the event.
6. Copyright and Reproductions. The Photographer shall own the copyright in all images created. Each CD or DVD the client receives will contain high resolution edited images, along with a permission to print letter. 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.
7. Failure to Perform. If the Photographer cannot perform this Agreement due to a fire, weather or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return any 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.
8. Photographer. The Photographer may substitute another Photographer to take the photographs in the event of Photographer's illness. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
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.
10. 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
11. 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 North Carolina.

Client Initial: _____