



## Contract for Professional Photography Services

Magnolia Imaging Photography  
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Client Name: \_\_\_\_\_

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

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

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

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

Session Type: \_\_\_\_\_

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

Package: \_\_\_\_\_

### Portrait / Event Packages

#### Package 1

- On-location shoot (1 hour) • \$300
- Photo editing
- Full-resolution USB and web gallery (20-30 images)

#### Package 2

- On-location shoot (2 hours) • \$450
- Photo editing
- Full-resolution USB and web gallery (45-50 images)

#### Package 3

- On-location shoot (3 hours total/2 locations maximum) • \$650
- Photo editing
- Full-resolution USB and web gallery (80-100 images)

## Wedding Packages

"An Affair to Remember" • \$1500

- 5 hours coverage
- Photo editing
- USB and web gallery

"From Here to Eternity" • \$1800

- 8 hours coverage
- Photo editing
- USB and web gallery
- Linen-covered album, 8 x 11, 20 pages

"The Princess Bride" • \$2200

- 8 hours coverage
- Photo editing
- USB and web gallery
- One additional "event" (Rehearsal, Day-After, or Engagement)
- Linen-covered album, 11 x 15, 25 pages

"My Colors Are Blush and Bashful" • \$3000

- Ten hours coverage
- Photo editing
- USB and web gallery
- Two additional "events" (Rehearsal, Day-After, or Engagement)
- Leather-covered album, 11 x 15, 30 pages

\*Additional time may be added to any package at the rate of \$125 per hour.\*

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### Scope of Work

This contract is for services and products related to a photography shoot to take place at the following location: \_\_\_\_\_

Photographer and client are to arrive for the shoot at \_\_\_\_\_(time) for a duration of \_\_\_\_\_. Photographer will perform basic post-processing or digital image editing services on these photos where artistically necessary.

Initial: \_\_\_\_\_

### Fees

Client shall pay a deposit of \$100.00 to hold the event date. The deposit is due upon scheduling and balance is due before or at the time of the session. No photos will be taken unless the balance is paid in full. No date will be held without a deposit and signed contract.

Initial: \_\_\_\_\_

## **Work Product**

Photographer will post online photo albums for client no more than thirty days (30 days) after the date of the shoot. Photographer will deliver photo sheets and/or photo albums to client no more than sixty days (60 days) after the date of the shoot, allowing for lab and printing time.

Initial: \_\_\_\_\_

## **Indemnification**

- Photographer and client agree that photographer is under no obligation to capture any specific moment or pose or person(s) during the shoot. Photographer cannot be held liable for subjects or atmospheric conditions that do not cooperate. Photographer will do their best to fulfill reasonable requests.
- If photographer is unable to perform the services in this contract due to any cause outside its control, client agrees to indemnify photographer for any loss damage or liability; however, photographer will return in full all payments made by client to photographer in relation to this shoot.
- Client agrees to indemnify and hold harmless photographer for any liability, damage, or loss related to technological failure, including data loss.
- Client understands and agrees that photographer is not required to maintain copies of the photos from this shoot 90 (ninety) days after the photos have been delivered to client.
- Client agrees to hold photographer harmless for any personal injury which may occur as the client poses or works with photographer.
- If the photographer is unable to perform this agreement due to illness, emergency, fire, casualty, strike, act of God or causes beyond the control of the Photographer, the photographer and client shall make every attempt to reschedule the session.
- If a reschedule is not an option or unable to be agreed upon, photographer will return the deposit to the client and shall have no further liability.

Initial: \_\_\_\_\_

## **Duty of Client**

- Client will obtain all permissions necessary for photographer to photograph at the shoot. Client is responsible for any permits and fees required by the location.
- Photographer has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. Client understands and agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent photographer from photographing the event(s) is not the fault, liability, or responsibility of photographer.
- Cancellations must be submitted in writing no closer than seven days before the session. Failure to do so will result in client surrendering any deposits or payments made.

Initial: \_\_\_\_\_

## **Exclusive Photographer**

Client agrees and understands that no other party other than photographer may take pictures of any poses, lighting situations, or setups made by the photographer.

This slows down the photographer's work and violates the photographer's right to take pictures of the event. Client agrees to support photographer in insisting that no person(s) get in the way of the photographer or take pictures in these situations.

Initial: \_\_\_\_\_

### **Model Release**

Photographer owns copyrights to all images created. Client grants permission to photographer permission to use client's image or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, photographer may use client's likeness and image on photographer's website or other advertising. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining written permission of the client. The Client shall not transfer, sublicense, or grant any rights in the Photographs to any third party without the Photographer's express written consent. The Client agrees to include the Photographer's name or a credit to the Photographer when using the Photographs. No rights are granted to the Client until full payment is received. Failure to make timely payment shall be deemed a willful act of copyright infringement." It is understood that any duplication, sharing, or alteration of original images is strictly prohibited {Copyright Law Title 17, Appendix V. Additional Provisions of the Digital Millennium Copyright Act 2005, Section 102} without the written permission of the photographer.

Initial: \_\_\_\_\_

### **Social Media**

The client may share blog post links, Instagram, and Facebook photos/albums through use of share functions and dissemination of direct links. Client shall not copy, download, screenshot, or capture the photographs in any other fashion. Client understands the images posted to all forms of social media (ie: Facebook & Instagram) MUST reference the photographer, Magnolia Imaging Photo. This must be listed in either the description, comment, or tag.

Initial: \_\_\_\_\_

### **Attorney's Fees**

If either party to this Contract brings a legal action against the other party to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.

Initial: \_\_\_\_\_



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