



Photography Contract

Client Name:

Address:

City:	State:	Zip:
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Phone Number:	Email:
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Session Information

Session Date:

Time:

Location:

Person and/or locations to be photographed:

Additional Comments/Special Requests:

Compensation:

- Payment is due at the beginning of the session.

Investment:

- Clients will receive a DVD with edited digital negatives and/or digital file transfer with limited copyright to these digital negatives.

*Unedited negatives and/or RAW images are not available to client and permanently remain the property of Jessica Wolfer Studio.



Terms and Conditions

- I. It is understood this Studio/Photographer is the exclusive official photographer retained to perform the photographic services requested on this Contract.
- II. Upon signature, the Studio/Photographer shall reserve the time and date agreed upon. In the event of a cancellation by the Client, the deposits paid are non-refundable. Deposits can be transferrable if a date change is possible. 72 hour notice of postponements is required.
- III. If, in the opinion of the photographer, inclement weather or other adverse conditions prevent the creation of a portrait meeting the artistic standards of the studio/photographer, photographer may elect to use an alternate location or to reschedule the portrait.
- IV. No part of any order, including previews, will be delivered until the balance is paid in full.
- V. The Studio/Photographer reserves the right to use images created under this contract for advertising, display, publication or other purposes. The Client signing this contract warrants that he or she has actual authority to agree to the use of the likeness of all persons included in the portrait in this manner and shall indemnify and defend the Studio/Photographer in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of this Studio/Photographer.
- VI. The Photographer reserves the right to use the negative and/or reproductions for display, publication, or other purposes without compensation to the client. The digital files will remain the property of Jessica Wolfer Studio. The signing of this contract will serve as a Modeling Release.
- VII. If the Studio/Photographer cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return any deposit or sitting fee to the Client but shall have no further liability with respect to the Contract. 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 all monies paid.
- VIII. The charges in this Contract are based on the Studio's/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.



IX. NOTICE OF COPYRIGHT: It is illegal to copy or reproduce these photographs or videos elsewhere without Studio's/Photographer's permission, and violators of this Federal Law will be subject to its civil and criminal penalties.

This Contract incorporates the entire understanding of the parties and is governed by the laws of The State of Oregon. Any modifications of this Contract must be in writing and signed by both parties.

I Have read and understand this agreement, including the terms and conditions, and agree to be bound by them:

Client Signature

Date

Photographer Signature

Date