

S&F Photography – Portrait Contract

PO Box #2 ~ 128 Main Street Hebron, Ohio 43025 928-0001

Client Name:	
Address City State Zip	
Phone Cell	Email
Portrait Appointment Date:	Time: Location:
Persons to be photographed:	
	□ Group □ Individual □ Minor
	□ Group □ Individual □ Minor
	□ Group □ Individual □ Minor
	□ Group □ Individual □ Minor
	□ Group □ Individual □ Minor
	□ Group □ Individual □ Minor
	□ Group □ Individual □ Minor
	□ Group □ Individual □ Minor
Additional Comments/Special Requests:	

TERMS AND CONDITIONS

- 1. It is understood S&F Photography is the exclusive photographer retained to perform the photographic services requested on this Contract.
- 2. S&F Photography may substitute another photographer to take the photographs in the event of Photographer's illness or of scheduling conflicts. In the event of such substitution, S&F Photography warrants that the photographer taking the photographs shall be a competent professional.

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- 3. No part of any order, including previews, will be delivered until the balance is paid in full.
- 4. S&F Photography 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 S&F Photography in the event of litigation arising out of such use. Digital files and previews remain the exclusive property of S&F Photography.
- 5. Upon signature, S&F Photography shall reserve the time and date agreed upon. Unless the Studio is able to fully replace the cancelled reservation, all sitting fees and deposits are non-refundable, even if the portrait is rescheduled or canceled for any reason other than inclement weather.
- 6. If, in the opinion of the photographer, inclement weather or other adverse conditions prevent the creation of a portrait meeting the artistic standards of S&F Photography, photographer may elect to use an alternate location or to reschedule the portrait.
- 7. If S&F Photography 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 S&F Photography fails to perform for any other reason, the Studio shall not be liable for any amount in excess of the retail value of the Client's order.

8. The charges in this Contract are based on S&F Photography 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.

- 9. NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs elsewhere without S&F Photography permission, and violators of this Federal Law will be subject to its civil and criminal penalties.
- 10. This Contract incorporates the entire understanding of the parties. 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 Connecture Date:	
Client Signature Date:	