



smmaluegphotography@yahoo.com

<http://smmaluegphotography.blogspot.com>

PORTRAIT AGREEMENT

Between Serena Malueg of SMMalueg Photography (referred to hereafter as "Photographer") and:

Full Name: (referred to hereafter as "Client")

Street Address:

City:

State:

Zip Code:

Phone:

Email:

Collection Fee:

Collection Fee is due at time of booking and reserves Client's session date. Collection Fee is made by cash or a check and can be mailed. Collection Fee must be received within 5 days of booking or session date will be reopened.

Scheduling/Rescheduling:

Client agrees to notify photographer when the subjects are available for session. 24 hour notice is appreciated, but not mandatory. Photographer will make all appropriate steps to be ready and available for client after notification. Photographer maintains the right to reschedule if needed due to inclement weather, illness, emergency, etc.

Cancellations:

100% of the Collection fee will be refunded if Photographer is notified of Cancellation 2 weeks BEFORE scheduled session date, 50% will be refunded if not notified 1 week before. No refund will be available if session is cancelled less than 24 hours before the scheduled session. Collection fees are non-transferrable between parties.

Session Requests:

- No cameras/camcorders are allowed during the session unless prior agreement has been made
- Only the subjects(s) of the session and their parents(s) and/or guardian should be present at the session. All additional subjects must be approved prior to session.
- Please have all subjects arrive 15-20 minutes prior to allotted session time. Arriving late may result in fewer images due to shortened timeframe.
- Photographer will be available for consultation, before and after session, in person or by phone, in order to discuss any questions Client may have.

Cooperation/No Shoots:

Photographer is not responsible if Client and/or key individuals fail to appear or cooperate during portrait sessions, or for missed images due to details not revealed to Photographer. If Client and/or key individuals fail to appear to a scheduled portrait session the Collection fee is non-refundable.

Limit of Liability:

Photographer takes the utmost care with respect to the exposure, retouching, and transportation of digital captures, proofs, and prints. However, in the unlikely event that all the originals are lost, stolen, damaged, or destroyed within or beyond Photographer's control, Photographers liability is limited to the refund of all payments received, or a reshoot can be scheduled at no additional cost. The limit of liability for partial loss or damage of originals shall be a prorated amount of the total amount, based on the percentage of originals lost or damaged. In the unlikely event that the Photographer is injured or becomes too ill to attend the portrait session, Photographer will make every effort to reschedule to the earliest possible date. If the situation should occur and a reschedule is not possible, responsibility and liability is limited to the return of all payment received.

Copyright and Penalties:

Photographer has full copyright ownership to any photographs she captures. All images are protected under Federal Copyright Law and remain the copyright of Photographer. It is illegal to copy, scan, download, print, modify, re-produce or otherwise steal any image created by the Photographer unless given written consent in the form of a copyright release. This applies to images posted in a Private Online Gallery, Blog, Facebook, or Hard Copy images. If the Client steals images via an method above, or any other method, Client will be Charged legal fines and invoiced the cost of EACH digital image stolen, at the Photographer's current price per image. If client has any questions regarding copyright and the use of photographs please contact Photographer.

Model Release:

If optional Model Release is not signed, Client loses the privilege to have photos showcased by Photographer. The Model Release form grants Photographer the irrevocable right to use and publish photographs of the Client, Client's child/children, or photos Client may not be included in for editorial, trade, advertising and other purposes, and in any other manner or medium.