

# marina MORGAN

PORTRAITS

## PHOTOGRAPHY CONTRACT

This Contract expresses the full and complete agreement between “the Client” and Marina Morgan Portraits ABN 32369202921 (hereafter “Photographer” “the Photographer”) regarding the subject matter hereof. It supersedes all prior agreements. The only way to add or change this contract is to do so in writing, signed by all parties.

### 1. SCOPE OF WORK:

This contract is for services and products related to a portraiture photography session (hereafter “session” or “the session”) to take place at the following time and place.

**Photography session date and time:**

**Location address:**

**Subject:**

**Phone:**

**Email:**

Photographer and Client are to arrive for the session at the above mentioned location and time.

Photographer agrees to provide no fewer than 20 photos for Client to view after the session, and is not required to provide more than this number of images. Photographer will perform post-processing or digital image editing services on these photos where artistically necessary.

### 2. FEES

2.1. In consideration for the photography services provided by Photographer, Client agrees to pay a non-refundable initial payment upon signing this contract. The initial payment reserves the Photographer’s time and is not a retainer or deposit.

2.2. Photographer agrees to not advertise availability of this same time slot to any other potential Clients. If Client cancels this session for any reason, the initial payment will not be returned to Client.

2.3. Products related to the photography session must be paid in full on the day when they are ordered by the Client, according to the current price list.

### 3. WORK PRODUCT

3.1. Photographer will deliver photos to Client no more than 15 days (fifteen days) after the date of the session. Photos from the session to be delivered to the Client as prints.

3.2. Client receives FREE high resolution digital image with every purchased photo print. All photos delivered to Client are licensed for Client’s personal use.

3.3. Client understands and agrees that additional prints and enlargements take longer for delivery. Photographer must deliver those products in a reasonable amount of time after the Client has made a final order.

3.4. Photographs/images produced by the Photographer are protected by Copyright Law (all rights reserved).

ClientS are allowed to display resulting images for personal and commercial use. Said images may not be altered or reproduced in any manner without prior written permission of the Photographer. When publishing the photos socially or commercially, Marina Morgan Portraits must be noted as the Photographer.

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## PORTRAITS

3.5. The Photographer does not provide any unedited images to Client. Edited images include colour correction, colour enhancements, exposure correction, shadow and highlight recovery, lens correction, and artistic retouching when necessary; those are at the Photographer's own discretion.

3.6. Client understands and agrees that proofs are the exclusive property of Photographer and Client has no right to these photos except for a license to review them, but not store the proofs.

### **4. INDEMNIFICATION**

4.1 - Photographer and Client agree that Photographer is under no obligation to capture any specific moment or pose or person(s) during the session. Client must notify the Photographer in writing if they wish to have anything photographed in a particular way. Photographer will not be held accountable for not photographing desired portraits, if there is no one to assist in identifying these particular details and photographs on the day. Photographer is not responsible if key individuals fail to appear or cooperate during photography, or for missed images due to details not revealed to the Photographer or beyond the Photographer(s) control.

4.2 - If Photographer is unable to perform the services in this contract due to any cause outside her 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 session.

4.3 - Client agrees to indemnify and hold harmless Photographer for any liability, damage, or loss related to technological failure, including data loss.

4.4 - Client understands and agrees that Photographer is not required to maintain copies of the photos from this session 60 (sixty) days after the photos have been delivered to Client.

4.5 – Client agrees to hold Photographer harmless for any personal injury which may occur as the Client poses or works with Photographer.

4.6 – Photographer will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of Client.

### **5. DUTY OF CLIENT**

5.1. Client will obtain all permissions necessary for Photographer to photograph at the session. Photographer has no duty to obtain permission of reception centres, 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.

5.2. ClientS agree and understand that the Photographer is limited by the guidelines of the location site/venue management/government rules and ClientS agree to accept the results that may occur from said guidelines. Negotiation with the officials/management for moderation of guidelines is solely the ClientS responsibility.

5.3. If Client appears under the influence of alcohol or drugs during the session, the Photographer has the right to cancel the session immediately due to liability and health concerns arising.

### **6. 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 quality pictures. Client agrees to take responsibility for insisting that no person(s) get in the way of the Photographer or take pictures in these situations.

### **7. MODEL RELEASE**

7.1. Client grants permission to Photographer to use agreed Client'S image or likeness on Photographer'S website without the Client's name disclosure; to alter the same without restriction; and to copyright the same.



PORTRAITS

7.2. The Client hereby releases the Photographer and all associates representatives and assigns from any and all claims, actions, demands, suits, liabilities, damages, expenses, and obligations of any kind arising from, or related in any manner to the Photographer's use of said images.

**8. ASSIGNABILITY AND PARTIES OF INTEREST**

Client agrees and understands that, unless otherwise specified in this Contract, Client is not contracting for a personal service that will be performed by any specific Photographer. Photographer may sub-contract or assign this contract to any second-sessioner, Photographer may assign any Photographers associated with the Photographer's brand to perform its duties under this contract. All Photographers must be capable and competent to perform the services in a workmanlike manner.

**Photographer**

Signature \_\_\_\_\_

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

**Client**

Signature: \_\_\_\_\_

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