Sofia Sohail Studio - Photography Services Contract

Subject Name(s): _____ Phone: _____ Email: _____

Address: _____

Session Type: _____ Session Date: _____ Session Time: _____

Location: _____

Themes, Ideas, Notes: _____

_____

This contract sets forth the agreement between _____

(hereinafter referred to as "Client") and Sofia Sohail (hereinafter referred to as "Photographer"), in the State of Virginia, relating to photography services.

1. Sitting Fee, Payment Terms and Conditions: The sitting fee will cover up to _____ hours of service (also referred to as the "session"). The Client shall pay in full the balance of the $ _____ sitting fee and any additional services incurred by the day the photography services are rendered. Any additional time required past the _____ hours promised will be charged at ***$50*** *per half hour (rounded up to the nearest half-hour). Payment must be made using CASH, PERSONAL CHECK or ELECTRONIC PAYMENT (i.e. PAYPAL). Please make checks payable to Sofia Sohail.*

2. Deposit: Client understands that a non-refundable deposit of $50.00 is required to reserve Photographer's services for the agreed upon date and time.

3. Chargeable Time: Chargeable time is time the Photographer uses in order to determine the final price of the photography session. Chargeable time begins when Photographer arrives at the agreed upon location of the photography session and ends when both parties agree that the photography session is over.

4. Cancellation Policy: Client understands that if the event is cancelled or postponed, the deposit is nonrefundable. Photographer will make every effort to accommodate postponements as long as there are no other scheduling conflicts.

5. NOTICE OF COPYRIGHT and Reproduction: All images and copyrights are the property of the Photographer. Photographer retains all copyright and moral rights to each image. Photographer also retains all rights not expressly granted in this agreement, including its right to use images for promotional and advertising purposes unless stated otherwise below.

6. Completion of Pictures: Client understands that under normal circumstances portrait pictures will be available within 15 business days after the date of the photography session. The final "chosen" photos will be delivered via CD within the 15 business day limit.

7. Client's Usage: The Client is obtaining prints/digital copies for personal use only, and shall not sell said prints/digital copies or authorize any transfers of the prints/digital copies. It is a violation of federal copyright law to allow photographs created by Photographer to be digitally reproduced, copied or scanned without written permission. Any use for general public or for monetary gain will be considered copyright infringement. The Client must obtain written permission from Photographer and compensate Photographer prior to the Client or their friends and/or family publishing or selling the photographs for profit. If the Client chooses to purchase digital copies, they will be given written consent that will allow prints to be made from said digital copies.

8. Limited Liability: If the Photographer cannot perform this Agreement due to unforeseen circumstances or other casualty, strike, act of nature or other cause beyond the control of the parties involved (including inclement weather), or due to illness of Photographer, then any deposit will be returned to the Client but the Photographer shall have no further liability with respect to the Agreement. If the Client wishes, another sitting can be scheduled. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In such cases of outside circumstances, the Photographer is not liable and the Client shall only be entitled to a refund of their deposit and sitting fee (if paid to the Photographer).

9. Miscellaneous: This Agreement incorporates the entire understanding of the parties. Any modifications of this agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. The laws of the State of Virginia shall govern this Agreement. No changes may be made to this agreement without prior authorization. All changes must be initialed and dated by both Sofia Sohail and the Client.

The undersigned have read and agree to all the terms on all the pages of this contract.

Photographer (Print): Sofia Sohail Photographer (Signed): Sofia Sohail Date: _____

Client (Print): _____ Client (Signed): _____ Date: _____

Client (Print): _____ Client (Signed): _____ Date: _____

Deposit paid at signing: _____ *via* _____

CASH | CHECK | ELECTRONIC PAYMENT | OTHER: Specify _____

Balance due on or before _____ $ _____