

PHOTOGRAPHY CONTRACT

This contract sets forth the agreement between: _____
(hereinafter referred to as "*The Client*") and J.C. López-Johnston (hereinafter referred to as "*The Photographer*"), in the State Texas, relating to photography services.

Sitting Fee, Payment Terms and Conditions

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.

Cancellation Policy

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

Notice of Copyright and Reproduction

All images and copyrights are the property of *The Photographer*. *The Photographer* retains the right to sell, copy, display, and/or publish any/all images created under this agreement, to the general public, for any reason, including but not limited to: advertising, marketing, sales, print competitions, educational seminars, and monetary gain. The mediums for display could include newspapers, magazines, books, television, and the Internet, but are not limited to only those mediums. The Photographer retains these rights even if image files are turned over to the Client.

Completion of Photographs

The Client understands that under normal circumstances portraits will be available within 10 business days after the date of the photography session. Proofs shall be made available online or via CD. Under normal circumstances, at least ~~–50–~~ photographs will be taken of which at least ~~–20–~~ will be available for *The Client* as proofs.

Limitations for Client's Usage

The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than *The Photographer*. It is a violation of Federal Copyright Law to allow photographs created by *The 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 and compensate *The Photographer* prior to *The Client* or their friends and family publishing or selling the photographs for profit.

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Limited Liability

If *The Photographer* cannot perform this Agreement due to a fire or other casualty, strike, act of God or of the Nature or other cause beyond the control of the parties involved (including inclement weather), or due to illness of *The 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*).

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 – **Texas--** shall govern this Agreement. No changes may be made to this agreement without prior authorization. All changes must be initialed and dated by both *The Photographer* and *The Client*.

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

Photographer (Signed)

Client (Print)

Client (Signed)

Client Address: _____

Telephone: _____ Date (mm / dd / yyyy) : _____ / _____ / 20_____

Deposit paid at signing: _____ Dollars (U.S \$ _____ . ____)

Check as applicable:

CASH: US \$ _____

CHECK: Bank: _____ Check number: _____ US \$: _____

ELECTRONIC PAYMENT: _____

OTHER: Specify _____

Balance due on or before: \$ _____ Dollars (U.S \$ _____ . ____)