

**Thru Andi's Lenz Photography
Portrait Contract**

Portrait Date: _____

Approximate Time: (subject to change) _____

Portrait Location: _____

Portrait Fee - \$60 – 175+/ Session

Extras Added On: (Please check) – Spotsylvania/Fredericksburg. – 50 cents per mile over 15 miles

Portrait Total: _____

Security Deposit Paid: _____ Date: _____ Security Deposit/Reservation Fee is Non-Refundable.

Balance Due (prior to photo session): _____

Client Name(s): _____

Client Signature(s):

Date: _____

Entire Agreement: This agreement contains the entire understanding between Thru Andi's Lenz Photography and the Clients named above (hereto referred to as Client). It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. If the parties want to waive one provision of the agreement; that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

Terms: At conclusion of portrait session the photographer will retain the negatives/RAW files for processing. Pictures will be available for online proofing approximately two to three weeks from the portrait date unless otherwise noted in writing. Thru Andi's Lenz Photography reserves the right to extend this processing time with written explanation to Client in the event of an emergency. Client agrees to allow room for processing flexible processing times not to exceed a maximum of 6 weeks. At a later pre-arranged date the high resolution JPG's will be turned over to the Client(s) and payment rendered for any extra prints/enlargements purchased. Album creation, product or print orders and other

items produced under the assignment may take longer due to outside firms processing times. The Client will pay for any special shipping costs and products purchased after the conclusion of the portrait session.

\$50 Reservation Fee Total (security deposit) is due upon receipt of contract. Balance due on or before portrait date. Client agrees their deposit/reservation fee is Non-Refundable.

Photo Delivery and Storage: Photos will be released to client after processing. Processing can take up to 3 or 4 weeks. Photos will be delivered via online digital download system. Thru Andi's Lenz Photography agrees to store the photos for 1 year from the date of the portrait session. It is the responsibility of the client to download the photos during this 1 year time period. It is the responsibility of the client to ensure they have computer access, internet access and the appropriate software to download the photos. Thru Andi's Lenz Photography is responsible for providing storage of the images for 1 year only. After 1 year images may be deleted or removed from the system. Client agrees to release Thru Andi's Lenz Photography from liability of photo storage after one year.

Reservation: A signed contract and reservation fee (security deposit) is required to reserve the specified coverage. Thru Andi's Lenz Photography does not guarantee the holding of any date without a deposit and signed contract. Once a deposit and contract are received from the Client, your date is held unless otherwise specified in writing.

Pre-Event Consultation: The parties agree to a pre-event consultation two to three weeks before the portrait date in order to finalize the actual shooting times, locations, and Client's request list (in writing) for specific photographs. Thru Andi's Lenz Photography will offer a "guide" or questionnaire for the Client to provide any specific requests, information or otherwise about the portrait session. If the Client's late arrival to the photo session prevents this from occurring the photographer shall not be held liable for failure to take desired photographs.

Cooperation: The parties agree to communication and cooperation for the best possible result within the definition of this assignment. Thru Andi's Lenz Photography is not responsible if key individuals fail to appear or cooperate during photography sessions for any reason or for missed images due to do details not revealed to Thru Andi's Lenz Photography in writing prior to the photography session. The amount of photos delivered varies on the photos desired, and the number of people in the session. While Thru Andi's Lenz Photography does not charge for additional people, they cannot be held responsible for the number of photos delivered with larger groups.

Shooting Time/Additions: The photography schedule and selected methodology are designed to accomplish the goals and wishes of the Client in a manner enjoyed by all parties. Client and Thru Andi's Lenz Photography agree that cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time. Failure to cooperate or be punctual and on time to a photography session may result in a failure to take the desired

photographs. Client agrees that Thru Andi's Lenz Photography is not responsible if Client fails to appear punctual or cooperate during the photography session and this results in the failure to produce desired photographs.

House Rules: The photographer is limited by the guidelines of officials or site management at the Client's desired photography location. Client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is Client's responsibility; Thru Andi's Lenz Photography will offer technical recommendations only.

Film and Copyrights: The photographs produced by Thru Andi's Lenz Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Thru Andi's Lenz Photography's explicit written permission. The high resolution digital files are provided to the Client for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives. The Client may use the high resolution digital files (images) to share them on social networking websites of their choice. The high resolution JPG's will be given to the client in a digital format. Should the Client edit or change the digital files in any way to their liking and share on the internet their altered results; Thru Andi's Lenz Photography can be cited as the source for the original image and the Client must cite that the changes they made to the original photograph are their own and not that of Thru Andi's Lenz Photography. The Client must also obtain written permission from and compensate Thru Andi's Lenz Photography prior to the use of such photos in contests or other activity that create a profit for the Client. The Client agrees that the images of Thru Andi's Lenz Photography cannot be sold for profit. The Client will be held responsible to the full extent of the law if the Client or their friends and relatives sell the images of Thru Andi's Lenz Photography for profit or violate Federal Copyright Law through the misuse of the images. Thru Andi's Lenz Photography does not provide "RAW" or unprocessed images to the Client. All final images will be chosen and processed by Thru Andi's Lenz Photography before being provided to Client.

Exhibition: Client grants Thru Andi's Lenz Photography permission to display any images resulting from this assignment as an example of Thru Andi's Lenz Photography's work and for entrance into photographic competitions and releases all claims to profits that may arise from use of images. Any request from the Client for specific images to not be used for exhibition must be a written request and signed by both the Client and Thru Andi's Lenz Photography.

Adult Model Release: In consideration of Client's engagement as a model, upon the terms herewith stated, Client hereby gives to Thru Andi's Lenz Photography, her heirs, legal representatives, and assigns, those for whom Thru Andi's Lenz Photography is acting, and those acting with her authority and permission: A. The unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits or pictures of Client or in which Client may be included intact, or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with Client's own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known as illustration, art promotion, advertising, trade, or any purpose whatsoever. B. Client also permits the use of any printed material in connection therewith. C.

Client hereby relinquishes any right that he/she may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied. D. Client hereby releases, discharges and agrees to hold harmless Thru Andi's Lenz Photography, her heirs, legal representatives or assigns, and all persons functioning under her permission or authority, or those for whom she is functioning, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. E. Client hereby affirms that he/she is over the age of majority and has the right to contract in his/her own name. Client has read the above authorization, release, and agreement, prior to its execution; Client fully understands the contents thereof. This agreement shall be binding upon Client, and Client's heirs, legal representatives, and assigns

Client(s) Signature(s) for Model Release Authorization:

Date: _____

Minor Model Release: For valuable consideration, Client hereby confers on Thru Andi's Lenz Photography the absolute and irrevocable right and permission with respect to the photographs that she has taken of my minor child in which he/she may be included with others: A. To copyright the same in Thru Andi's Lenz Photography's name or any other name that she may select; B. To use, re-use, or publish and re-publish the same in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising, trade, and; C. To use Client's name or Client's child's name in connection therewith if she so decides.

Client hereby releases and discharges Thru Andi's Lenz Photography from all and any claims and demands ensuing from or in connection with the use of photographs, including any and all claims for libel and invasion of privacy.

This authorization and release shall inure to the benefit of the legal representatives, licensees, and assigns of Thru Andi's Lenz Photography as well as the person(s) for whom she took the photographs.

Client has read the foregoing and fully understands the contents hereof. Client represents that he/she is the parent or guardian of the below named model. For value received, Client hereby consents to the foregoing on his/her behalf.

If no Minors are involved in this portrait session simply cross out the area below.

Minor Name(s): _____

Parent/Guardian Signature(s): _____

Date: _____

Limit of Liability: In the unlikely event that Thru Andi's Lenz Photography is injured or becomes too ill prior to the event to photograph, Thru Andi's Lenz Photography will make every effort to reschedule in a timely manner. One photographer is scheduled for every portrait session and an assistant may attend if Thru Andi's Lenz Photography deems necessary. Thru Andi's Lenz Photography will not be liable a failure to produce photographs for portrait sessions due to technology failure or illness because portrait sessions will rescheduled. If the situation should occur that photographers cannot attend and a reschedule cannot be agreed upon, responsibility and liability is limited to the return of all payments, excluding the non refundable reservation fee/deposit. Thru Andi's Lenz Photography takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Thru Andi's Lenz Photography's control, Thru Andi's Lenz Photography's liability is limited to rescheduling the photo session, and if it cannot be rescheduled due to time constraints for the Client, the return of all payments except the non refundable reservation fee/security deposit. Client agrees to not hold Thru Andi's Lenz Photography and his/her associates financially or legally liable for any financial sum exceeding the amount paid (see 'portrait total') for this photography service.

Right to Refuse Service: Thru Andi's Lenz Photography reserves the right to withhold or cancel services provided to Client at any time or for any reason; including, but not limited to: illegal substance abuse during a client meeting or photo session, inappropriate behavior, speech, or dress. Thru Andi's Lenz Photography has a No Tolerance policy for illegal drugs being used or in possession of her clients at any time during their work together as decided by this contract. If Thru Andi's Lenz Photography chooses to refuse service based on any one of these reasons the security deposit/reservation fee and any other payments shall be considered liquidated damages and will not be refundable.

Security Deposits: In the event of Client cancellation, the security deposit/reservation fee paid is non-refundable. It shall be liquidated damages to Thru Andi's Lenz Photography in the event of a breach of contract by the Client. The Client shall also be responsible for payment to Thru Andi's Lenz Photography for any special materials charges incurred up to time of cancellation.

Completion Schedule: Photo processing and editing takes approximately two to three weeks after portrait session date. Prints, Albums, or other products are subject to the schedule of Thru Andi's Lenz Photography's outside labs and other vendors. Thru Andi's Lenz Photography will do her best to complete product orders as quickly as possible.

Payments: Client agrees to timely payment. No photos will be given or shown to client unless full payment has been made. If full payment has not been made on the date of the portrait

session, the client will not be given photos in any format. Client agrees to forfeit their deposit/reservation fee should they not pay in full after the portrait session. If full payment has not been made to Thru Andi's Lenz Photography following the portrait date, client agrees that Thru Andi's Lenz Photography can use the photographs for promotional purposes according to the following sections of the contract agreement: Model Release, Film and Copyrights, and Exhibition.

Full payment is due to Thru Andi's Lenz Photography on the date of the portrait session. All payments before and after the photo session, including those made on your behalf by another party, are final and non refundable. Thru Andi's Lenz Photography is a business based on artistic creation. All deposits, payments, and purchases of products are non refundable once payment has been made.

Exclusivity: In the event of Client cancellation, the security deposit/reservation fee paid is non-refundable. It shall be liquidated damages to Thru Andi's Lenz Photography in the event of a breach of contract by the Client. The Client shall also be responsible for payment to Thru Andi's Lenz Photography for any special materials charges incurred up to time of cancellation.

Severability: If any provision of this contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court find that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would be come valid and enforceable, then such provision will be deemed to be written construed and enforced as so limited.

Exclusivity: In the event of Client cancellation, the security deposit/reservation fee paid is non-refundable. It shall be liquidated damages to Thru Andi's Lenz Photography in the event of a breach of contract by the Client. The Client shall also be responsible for payment to Thru Andi's Lenz Photography for any special materials charges incurred up to time of cancellation.

Amendment: This contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the agreement.

Governing Law: This contract shall be construed in accordance with the laws of the State of Virginia.

Notice: Any notice or communication required or permitted under this contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address given below or to such other address as one party may have furnished to the other in writing.

7237 Towles Mill Rd., Spotsylvania, VA 22551

Default: The occurrence of any of the following shall constitute a material default under this contract: a. The failure to make a required payment when due. b. The failure to make available or deliver the services in the time and manner provided for in this contract.

Privacy: This contract is private information and may not be shared outside of the parties signing it, Thru Andi's Lenz Photography and the Client. The information in this contract provided to Thru Andi's Lenz Photography by the Client will always be kept private and will not be shared, sold, or distributed to anyone without explicit written permission from the Client.

This contract serves as an agreement directly between Thru Andi's Lenz Photography and the Client. It cannot be enforced by anyone outside of a legal representative. This contract cannot be signed by anyone other than those who are being photographed, i.e. the Client. Another party cannot sign on the Client's behalf. Should the Client contact Thru Andi's Lenz Photography to book a session, but allow another party to sign the contract in their place, this contract will be considered entirely void and any fees exchanged nonrefundable by Thru Andi's Lenz Photography. Another party may provide payment for the photographic services provided by Thru Andi's Lenz Photography on behalf of the Client, but the paying party will not be given control, input, or legal right to enforce this contract in a court of law.

Revised June 12, 2017 by Andi LaBrune 7237 Towles Mill Rd., Spotsylvania, VA 22551

www.ThruAndisLenz.com

Thru Andi's Lenz (402)312-5669.

Client(s) Signature: _____ Initials: ____ Date:

Client(s) Signature: _____ Initials: ____ Date:
