

Photography Contract- Headshot and Portrait

Thank you so much for your interest in having Andres Salazar 505 capture images for you! Please complete this form, which includes the following: a contract, model release form, questionnaire and a retainer to secure your session date. If you have any questions you can contact me at producer.andres@gmail.com.

Andres Salazar
Andressalazar505.com
(505) 929-0295

This agreement is between the Client, whose name and address is listed below, and Andres Salazar

The services to be provided under this contract are as follows:

"Headshot" Package- \$200.00 (30 min to 45 min session, on location) Due on the day of the photoshoot.

This package includes the following:

- 10+ high resolution images
- web optimized, watermarked sneak peeks in an online gallery
- print release for all photos, with opportunity to purchase at Andres Salazar 505 print store.

Price

~~\$200.00~~ \$150 for a limited time.

Please enter the following information neatly below.

Photo session will be between 30 and 45 minutes long.

Model/Subject Release

I grant to the photographer, Andres, the right to take photographs of myself, my children (if applicable) and my property (if applicable) as deemed fit by the photographer. I authorize the photographer, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that the photographer may use such photographs of me with or without my name and for any lawful purpose; including for example such purposes as publicity, illustration, tv/film advertising and web content. If I do not agree to this, I understand that to purchase full rights of the images, it will be an additional cost of \$100.

Retainer & Payment

~~A retainer fee of 50% of the selected photography package is due at the time of booking to reserve your session. The retainer fee is non-refundable. Upon payment, the photographer will reserve the time and date agreed upon by both parties. Prices are non-negotiable and only guaranteed once the retainer has been paid. The photographer reserves the right to offer your session date to another client after 48 hours if your retainer fee has not been paid in full. The remaining balance is due prior to or at your scheduled session. Payment can be made via cash, e-transfer and by credit card through paypal. (It will be waived in this case).~~

Refunds

If your digital images are damaged or lost prior to viewing your gallery for any reason by the photographer, only then will your retainer fee be refunded in full. No refunds will be given for dissatisfaction with your images. Print products may not be returned for any reason other than damage or error on the part of the photographer at time of delivery. If your product is damaged on the part of the photographer, it will be exchanged and re-ordered for the same product, undamaged. If your product includes error by the photographer, your product will be exchanged and re-ordered for the same product, error free. There are no refunds or exchanges on any digital products. The Photographer cannot

guarantee a specific number of images (more than the amount that comes with the package) provided to the client, and no refund will be given due to lack of subject cooperation.

Copyright & Reproduction

The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions for, including but not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display within or on the Photographer's website, blog, facebook pages, and/or studio. It is understood that any duplication or alteration of original images is strictly prohibited without the written permission of the Photographer.

Client's Usage

~~The Client shall only use the images, including digital files, in accordance with the permissions within this agreement. The Client's images are for personal use only and shall not be submitted to contests, reproduced for commercial use or authorize any reproductions by parties other than the Photographer. If the Photographer provides a digital file print release, the Client must act in accordance with the release. In the case of commercial use, client will buy the rights to the album at the rate of \$100 release.~~ In this case, clients may use images for commercial use for social media, television/film and print publication.

Social Media

The Client may share Facebook and Instagram albums and gallery links through use of "share" functions on social media sites or by using direct links provided by the photographer. Only watermarked images may be displayed on social media sites. (if photographer chooses to watermark image.)

Negligence

If negligence on the client's part, the part of any above named models, or the part of any individuals that accompany the client to the photo session causes any equipment, props, or any of the photographer's property to malfunction or become damaged, that the client will be liable for the cost to repair or replace said item(s).

Tardiness

Tardiness on the client's part may result in reduced shooting time, which may result in less images presented by the photographer. The photographer cannot guarantee a time extension on sessions and will not cut into the shooting time of another session to make-up for lost time, or a loss of light should the sun go down.

Communication

If the timing of the photography session does not work out due to poor communication on behalf of the client, or shots requested, (this means not notifying the photographer the type of shots that are requested and when) the photographer is not held responsible and a full rate is due.

Weather Policy

In the event of bad weather conditions it will be at the photographer's discretion to cancel the scheduled photography session. The photographer will contact the client if necessary and the session will be rescheduled for another date. If a client selects to proceed with the scheduled session and rain, etc. limits the time and/or images that were able to be captured, the client will be charged for an additional session at the photographer's regular session rate to reschedule or shoot additional photos unless otherwise directed.

Cancellation

If client requests to reschedule, or cancel this agreement 8 or more calendar days before the session date, the retainer (or cancellation fee of \$50) shall be applied to a mutually agreed upon rescheduled date. Cancellation within 7 days or less of the scheduled session will result in retainer to be reapplied to rescheduled date. Failure to show-up at a scheduled session will result in the retainer being forfeited.

Limitation of Liability

The Photographer's entire liability to the Client, above named models, or other companions for claim, loss, or injury arising from the photographer's performance or negligence is limited to a refund to the Client in the amount paid for services. If the Photographer is unable to perform this agreement due to illness, emergency, fire, casualty, strike, act of God or causes beyond the control of the Photographer, the Photographer and Client shall make every attempt to reschedule the session. If a reschedule is unable to be agreed upon, Photographer shall return the retainer to the client and shall have no further liability. Further, if the Photographer is unable to deliver photographic materials due to technological malfunctions, including but not limited to camera and processing, or otherwise lost or damaged without

fault of the Photographer, liability shall be limited. The Photographer reserves the right to cancel this contract for any reason at any time, including conflict of interest.

I have read and agree to all contract terms above. I declare that I have legal authority to grant these permissions for all subjects involved in the photo session and accept all responsibilities for such.

Questionnaire

Names of people being photographed

Name of client

Address

Phone number

Email

Signature of client

Name of any parents if applicable printed neatly.

Signature of parents (if not client)