

Portraiture/Wedding Services Agreement

Agreement

This agreement constitutes an order for portraiture services, including the creating of portraits as agreed to by both parties: **Emily Barnes Photography** and Contracting Party (CLIENT) _____.

Printed Name

Session Selection: (STYLE, JOY, LOVE) **Wedding Selection:** (SIMPLE, SWEET, SUPER SWEET)

Emily Barnes Sessions Details:

- See Hour session details online of Portraiture/Wedding Services
- Online gallery with ability to purchase professional prints at www.emilybarnesphotography.com
- All edited high resolution images which you will receive approximately 2-3 weeks after your session date
- Non-commercial print release enabling you to print the images at your desired lab

Payment Schedule

Portrait session fee are Style-\$200, Joy-\$250, Love-\$400.00 including sales tax. Wedding Session are Simple-\$1000, Sweet-\$1400, Super Sweet-\$2000 including sales tax. **\$150 DEPOSIT IS REQUIRED** to reserve your session date and time and the total is due the day of the session. All payments will be accepted via check/money order written out to **Emily Barnes Photography** and sent to **Emily Barnes, 2166 Fawn Rd, Abilene, KS 67410** or [Paypal\(emilyjobarnes@att.net\)](mailto:Paypal(emilyjobarnes@att.net)). If it becomes necessary to turn this account over for collection, it is agreed that you will pay all costs incurred for collection including any bank, legal and collection costs. Additionally, a late fee of 2.5% of the total balance will accrue on all overdue balances and will be added to the balance every 30 days of delinquency.

Cancellation/Postponement

The client understands that by entering this agreement, the photographer is foregoing other income-producing photographic opportunities. In the event of a CLIENT cancellation of the session, the deposit will not be refunded. In the event of a CLIENT postponement of the portrait session, both parties will agree on a new session date that is within **90** days of the original portrait session date. If a postponement date cannot be reached the client for goes the deposit. Any CLIENT initiated cancellation or postponement within 24 hours of session will forfeit all payment made to Emily Barnes Photography.

Digital Negatives

All images are property of Emily Barnes Photography and will not be delivered to the client.

Final Images

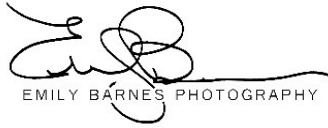
Your final images will be available within 4-8 weeks of the session date. Emily Barnes Photography reserves the right to edit, modify, manipulate or crop images prior to final presentation. Clients will receive a minimum of 25(Portrait) 300(Wedding) carefully selected and edited images based on the photographer's artistic discretion.

Copyright

Emily Barnes Photography will provide the CLIENT with edited high resolution images from the CLIENT's session. Emily Barnes Photography grants the right to reprint, email, upload online any image for personal use only. Emily Barnes Photography retains the ownership and copyright of all images. Emily Barnes Photography will not provide the CLIENT with unedited images or files. The CLIENT may not sell, enter competitions, nor make commercial use of any image. Any use other than personal reproduction is subject to current Federal Copyright laws. In addition, Emily Barnes Photography is entitled to all monies gained through the unauthorized use or sale of images. Emily Barnes Photography reserves the right to use images for advertising, display, publication or other purposes.

Limitation of Liability

Emily Barnes of Emily Barnes Photography will photograph CLIENT's portrait session on _____ from _____ (am/pm) to _____ (am/pm). If the photographer cannot perform this contract due to fire, act of God, or other casualty beyond the control of the parties, or due to photographer's illness or emergency, then Emily Barnes Photography shall return the portrait session fee to the CLIENT but shall have no further liability with respect to the contract. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or computer malfunction, lost in the mail, or otherwise lost or damaged without fault on part of the photographer. In the event Emily Barnes Photography fails to perform for any other reason, Emily Barnes Photography shall not be liable for any amount in excess of the money the client has paid. Upon signature and payment of your retainer, Emily Barnes Photography shall reserve the time and date agreed upon, and will not make any other reservations for that time and date. Emily Barnes Photography is not responsible in the event of physical accidents of clients taking place during the portrait session. This contract incorporates the understanding of the parties.



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I / we, the undersigned Contracting Party (CLIENT), hereby warrant that I am / we are competent to contract in my / our own name(s). I / we confirm that I / we have read the herein agreement prior to its execution and I / we are fully familiar with the contents thereof. This agreement shall be binding upon us and our heirs, legal representatives, and assigns. And, we certify that we have received a complete copy of this agreement with all blank lines completed.

Please list the names of all persons being photographed. If any persons listed below are under the age of 18, a parent/guardian must give consent on their behalf. I hereby agree to the terms and conditions of this agreement by signing below.

_____	_____	_____
Client Printed Name	Client Signature	Date
_____	_____	_____
Client Printed Name	Client Signature	Date
_____	_____	_____
Client Printed Name	Client Signature	Date
_____	_____	_____
Client Printed Name	Client Signature	Date
_____	_____	_____
Client Printed Name	Client Signature	Date
_____	_____	_____
Client Printed Name	Client Signature	Date

Please include your mailing address

Street

City, State Zip

Phone

Email

WELCOME TO THE FAMILY!

