



## **Photography Portrait Contract**

Lisa Montgomery  
6905 Charade Dr  
Dallas, TX 75214  
214.232.8534

Client Name: \_\_\_\_\_

Client Address & Phone Number: \_\_\_\_\_

Date of Photo Session: \_\_\_\_\_

Time & Location of Session: \_\_\_\_\_

Session Fee: \_\_\_\_\_

### **Terms of Conditions of Agreement**

- The fee identified above (the “Fee”) shall be paid in full by Client and delivered to Photographer on or before the date of the photo session identified above.
- Client acknowledges and agrees that Lisa M. Montgomery (hereinafter “Photographer”) shall retain any all rights to the photographs and images taken and/or produced by Photographer whether during the photo session or otherwise (collectively referred to herein as the “Images”). The Images shall not be reproduced in any manner by Client without the express written permission of Photographer.
- Photographer shall make reasonable efforts to take photographs specifically requested by Client. Notwithstanding the foregoing, Client acknowledges that the photo session may take place in an uncontrolled setting and may be adversely effected by outside factors including, but not limited to, weather, lighting, time restrictions, and the willingness of subject(s) to be photographed. As a result, Client acknowledges that Photographer cannot guarantee that the Images produced by Photographer will meet Client’s expectations.
- Client agrees that any Images determined by Photographer to be substandard or duplicative may be edited or deleted in the sole discretion of Photographer. Photographer shall use her reasonable judgment to select which Images are ultimately delivered to Client and such Images shall constitute all Images available to Client. Photographer shall provide proofs of such selected Images in a private online gallery within thirty (30) days of the completion of the photo session. In the event Client requests additional digital Images, Photographer reserves the right to assess a fee for such additional images.
- Once Photographer supplies Client with an electronic copy of the Images, Photographer shall retain a copy of such Images via electronic storage for a period not to exceed three (3) months. Client acknowledges and agrees that Photographer shall have no responsibility to store Images after the expiration of such three (3) month period.
- Client acknowledges and agrees that Photographer may use, reproduce, publish (including, but not limited to, on the Internet), exhibit and otherwise use the Images without specific identification of persons or events as samples of work to be shown to prospective clients, for instructional purposes, and as samples of work to be displayed for marketing purposes or competition.
- In the event Client or Photographer needs to cancel or reschedule the photo session, the applicable party shall provide the other party with notice of its desire to cancel the scheduled photo session at least forty-eight (48) hours prior to the applicable photo shoot. Thereafter, the parties shall use their reasonable efforts to reschedule the photo session at a mutually agreeable time. If weather interrupts or does not permit a scheduled photo session, the applicable session shall be rescheduled, or take place indoors, as may be agreed to by the parties.

- In the unlikely event that the Images are lost, stolen or destroyed before they are made available to Client, whether by acts of God or any other action, whether outside the direct control of Photographer or otherwise, Photographer's liability shall be limited to the return of all payments received from Client. **Notwithstanding the foregoing or anything herein to the contrary, Client acknowledges and agrees that in no event shall Photographer's liability hereunder exceed the amount of the Fee.**
- In the event one or more minor children will be subjects during the photo session, Client hereby represents and warrants to Photographer that Client is the parent and/or guardian of such minor child or children. Client hereby grants Photographer the permission to photograph the image, likeness, or depiction of Client's minor child or children. Client hereby waives any claims for compensation of any kind from Photographer for Photographer's use or publication of the Images of Client's minor child or children.
- Client hereby releases and discharges Photographer from any and all claims for damages arising out of the use or publication of the Images by Photographer and hereby covenants and agrees not to sue or otherwise initiate legal proceedings against Photographer for such use or publication on behalf of Client and, if applicable, on behalf of Client's minor child or children.
- The laws of the State of Texas shall govern this agreement.
- This agreement is not valid until it is signed by both Client and Photographer. The date on which the last of Client and Photographer signs this agreement shall be the "Effective Date" hereof. Upon execution by both parties hereto, this agreement shall constitute a binding agreement and incorporates the entire understanding of the parties with respect to the matters referenced herein. Any modifications to this agreement must be in writing and signed by both parties hereto.

**IN WITNESS WHEREOF**, Client and Photographer have executed this agreement to be effective as of the Effective date.

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Client: \_\_\_\_\_

Signature of Photographer: \_\_\_\_\_ Date: \_\_\_\_\_