

PORTRAIT PHOTOGRAPHY AGREEMENT - ENV PHOTOGRAPHY

Session Date: _____
Time Photography Starts: _____ Time Photography Ends: _____
Session Location: _____

Client's Name: _____ Phone: _____
Address: _____ e-mail: _____
Number of people to be photographed: _____
Names of all people (and pets, if applicable) involved in photography session: _____

Photography fee agreed to: _____ A deposit of 50% \$ _____
is due at the signing of this agreement, with the balance \$ _____ to be paid on the
date print delivery.

Expenses: _____

(The Client is responsible for all travel, accommodation, meal and transport costs unless provided
by the Client – *applicable for portrait sessions outside the Edmonton area*).

PORTRAIT PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

ENTIRE AGREEMENT: This agreement contains the entire understanding between ENV
Photography and the 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 the
parties. If the parties want to waive one provision of this 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.

COOPERATION: The parties agree to cheerful cooperation and communication for the best
possible result within the definition of this assignment. ENV Photography is not responsible if key
individuals fail to appear or cooperate during photography sessions or for missed images due to
details not revealed to ENV Photography. ENV Photography reserves the right to cease service if
any member of the portrait session fails to cooperate.

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 ENV Photography agree that cheerful cooperation and punctuality are therefore
essential to that purpose. Shooting commences at the scheduled start time.

HOUSE RULES: CLIENT is responsible for booking and payment of any location that requires
reservation or compensation for use.

FILM and COPYRIGHTS: *Until final payment* for services rendered is made, the photographs
produced by ENV Photography are protected by Federal Copyright Law (all rights reserved) and

may not be reproduced in any manner without ENV Photography's explicitly written permission. Upon final payment by the CLIENT, if so stated in the agreement, and only if specifically purchased, ENV Photography will grant permission to print photos under the following conditions:

The negatives and or slides are the property of CLIENT for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives.

The Client must obtain written permission from and compensate ENV Photography prior to the CLIENT or its friends and relatives publishing or selling the photographs for profit.

EXHIBITION: CLIENT grants ENV Photography permission to display selected images resulting from this assignment as an example of ENV Photography's work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

MODEL RELEASE. The CLIENT hereby grants to ENV Photography and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases ENV Photography and its legal representatives and assigns from all claims and liability relating to the photographs.

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill to photograph the event, ENV Photography will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. ENV 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 ENV Photography's control, ENV Photography liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

SECURITY DEPOSITS: In the event of cancellation, the security deposit paid (if applicable) is non-refundable. It shall be liquidated damages to ENV Photography in the event of a breach of contract by CLIENT.

COMPLETION SCHEDULE: Slideshow of images will available within four weeks for review prior to placing order. Prints must be selected within 8 weeks of being offered for review. Photographs will be available five weeks after desired prints are ordered.

PAYMENT SCHEDULE: 50% due at time on day of portrait session. Balance payable in full at time upon delivery of final prints.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed _____ (Clients)

_____ (ENV)

Date _____