



# Portrait Agreement

It is acknowledged and understood that Lantern Tree Photography is the exclusive official photographer for the event referenced herein and that no other photographer shall be allowed to photograph during the portrait session.

- 1. Session Fee.** The session fee covers the travel expense and time to and from the session, the session time, and the post-processing of your images. The session fee and an acknowledged copy of this agreement is due at the time you book your session. Upon receipt, the photographer agrees to set aside your session date and time.
- 2. Payment.** Lantern Tree Photography accepts cash, check, and debit/credit cards through Shootproof via your proofing and ordering site, and on occasion, PayPal transactions.
- 3. Cancellation Policy.** Cancellations must be made at least seven (7) days BEFORE your session. A refund of your session fee is available if cancellation notice is received at least seven (7) days before your session and if rescheduling is not feasible. However, no refund of your session fee is available if cancellation occurs within seven (7) days of your session.
- 4. Session Proofing.** Approximately two weeks after your session, you will be able to view an online gallery containing the proofs from your session. The gallery will remain active for four weeks. Should your viewing time need to be extended, a \$50.00 charge will apply.
- 5. Ordering of Prints and Products.** Orders for prints and products are due when your gallery expires. Orders are submitted by the photographer as soon as payment is received. The digital negatives for your images are kept on file for a minimum of one year should you need additional prints or enlargements at a later date.
- 6. Photographic Materials.** All photographic materials, including digital negatives, website previews, galleries, and slideshows, are the exclusive property of Shannon Beaver and Lantern Tree Photography. Lantern Tree Photography also reserves creative license over the images, under which the client does not see every image taken during a session. Lantern Tree Photography reserves the creative right to edit and release only those images deemed credible as professional in quality and within artistic standards. Lantern Tree Photography also reserves the right to reproduce any image for marketing/advertising, promotional, or competition purposes.
- 7. Notice of Copyright and Reproduction.** Shannon Beaver and Lantern Tree Photography own and retain the exclusive copyright to all images taken during your session. It is illegal and unlawful to scan, download, copy, print, publish on the internet, or otherwise reproduce the work of Lantern Tree Photography in any manner, form, or medium without written permission. Violators of copyright laws will be subject to criminal and civil penalties. Images featuring a Lantern Tree Photography watermark, however, may be published on the internet for purposes of

blogging, Facebook, and Pinterest. The Lantern Tree Photography watermark may not be removed or changed.

8. Satisfaction Guarantee. If you are not satisfied with your images through the fault of the photographer, your images will be retaken. If you are not satisfied with your prints or products through the fault of the photographer, they will be replaced. Notification of dissatisfaction must be received in writing within one (1) week of receipt of your images or prints or products in order to receive a refund or replacement. Lantern Tree Photography is not responsible for dissatisfaction due to circumstances beyond our control. In the event that photographic materials are damaged or lost through camera or computer malfunction, the photographer's liability is limited to a retake of the session whenever possible or a refund of the session fee if the images cannot be retaken. If the session fee must be refunded, the photographer will have no further obligation.

9. Pricing. The pricing reflected in your invoice is based upon the photographer's standard price list in effect at the time the order is placed. The standard price list is adjusted periodically, and future orders shall be charged at the prices in effect at the time the order is placed.

10. Failure to Perform; Limits of Liability. If the photographer cannot perform this agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the photographer's illness, then the photographer shall return the session fee to the client, but shall have no further liability with respect to this agreement. This limitation on 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 the part of the photographer. In the event the photographer fails to perform for any other reason, the photographer shall not be liable for any amount in excess of the retail value of the client's order.

11. Miscellaneous. This agreement incorporates the entire understanding of the parties. Any modifications of this agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this agreement.

By signing, you are stating you understand and agree to all aforementioned contract guidelines.

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client signature

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date

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printed client name