



SENIOR PORTRAIT CONTRACT

Please complete and return with check made out to **April Messer Photography, LLC**. Once received, the date will be reserved and I will contact you for an in person or phone meeting to go over details and questions, unless you prefer to go over the agreement in person before signing. Please feel free to contact me with any questions regarding this contract.

Session Date: _____ Time Photography Starts: _____ Time Photography Duration: 1 Hr

Other shooting Dates and Times agreed on: _____

High School: _____ Yearbook Contact: _____

Package: _____

Location (s): _____

HS Senior's Name: _____ Phone: _____ Do you have texting? Y / N

Email: _____ IG: _____ Twitter: _____

Parent's Name: _____ Phone: _____ Do you have texting? Y / N

Email: _____ FB: _____

Address: _____

Items of Importance: please specify sports, activities, interest, locations, accessories, accomplishments that may apply.

Attire: describe shirts, jacket, pants, dress, formal, casual _____

Persons in Party: _____

Photography fee agreed to: \$175 (plus applicable expenses/taxes as described in the contract). A **retainer fee of HALF the total** is required to reserve your special day. Paid _____. Remaining balance to be paid in full to scheduled shoot date and time starting. (**Payment accepted: Cash, Check, Paypal, Venmo @apmesser7, or credit**)

SENIOR PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

1 Hour of Professional Photography Services, up to 2 Outfits - 1 Location, Private Viewing Session, Yearbook Image Digitally Sent Directly to the School. Online Gallery of Proofs for 2 weeks.

Prints and Print Products Sold Separately.

ENTIRE AGREEMENT: This agreement contains the entire understanding between **April Messer Photography, LLC** 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.

RESERVATION: A signed contract and retainer fee are required to reserve the specified coverage. Upon signature of this agreement by party hereto, **AMP LLC** will reserve the time agreed upon and will not make another reservation for the specific time frame. For this reason, retainer fee is non-refundable even if the date is changed or if the session becomes cancelled for any reason.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. It is understood and agreed that no other photographer will be allowed to photograph or take pictures during the session while the Photographer is working (unless authorized by **AMP LLC**).

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 **AMP LLC** agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time. If appointment is canceled or rescheduled without 24 hr notice a minimum of \$25 fee will be added to the cost of package.

FILM and COPYRIGHTS: *Until final payment* for services rendered is made, the photographs produced by **AMP LLC** are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without **AMP LLC's** explicitly written permission. Upon final payment by the CLIENT, *limited* copyright ownership of the resulting images may be transferred to the CLIENT under the following conditions:

Rights to print images may be released to CLIENT on USB or Dropbox upload and will be indicated in the written part of contract. These rights are for the CLIENTS own personal use. These rights may also give the CLIENT permission to post images to personal web pages with watermark remaining on each image (images may NOT be altered or edited and must remain how they were received, with the exception of cropping image for print purposes.)

Unless otherwise specified, it is understood that any and all rights to proofs, final or sample prints, thereof shall remain the property of the **AMP LLC** and may be used for advertising, display or any other purpose thought proper by the **AMP LLC**.

EXHIBITION: Requests for specific images to be used by **AMP LLC** may be requested at a future time. CLIENT grants **AMP LLC** permission to display selected images resulting from this assignment as an example of **AMP LLC** 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 **AMP LLC** 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 **AMP LLC** and its legal representatives and assigns from all claims and liability relating to said photographs.

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill to photograph the event, **AMP LLC** will make every effort to secure a replacement photographer if the date cannot be changed. 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 session. **AMP LLC** takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs are lost, stolen, or destroyed for reasons within or beyond **AMP LLC's** control, **AMP LLC** liability is limited to performing a replacement session or the return of all payments received for the session. 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 retainer fee paid is non-refundable. It shall be liquidated damages to **AMP LLC** in the event of a breach of contract by CLIENT. The CLIENT shall also be responsible for payment for any **AMP LLC** material charges incurred up to time of cancellation.

COMPLETION SCHEDULE: Print processing/developing takes approximately two weeks.

PAYMENT SCHEDULE: Retainer Fee is due at time of signing of agreement. Balance payable in full prior to shoot time starting. Payment plans are available and must be agreed upon before photo shoot starts.

The parties have read ALL of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as CLIENT below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

_____ (Signature of Client)	_____ (Signature of Parent, if Minor)
_____ (Print Client Name)	_____ (Print Parent Name, if Minor)
_____ (Date)	_____ (Date)

<u>April Messer/am</u> (Signature of April Messer Photography, LLC)	_____ (Date)
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