

James Morton Photography

PORTRAIT AGREEMENT

client _____

subject names _____

address _____

home / mobile phone _____

email _____

session type / fee / date _____

SERVICE AGREEMENT AND LIABILITY

The client agrees that James Morton Photography shall provide services to photograph to the best of our abilities in accordance with the portrait session selected. Every effort will be made to assure your satisfaction according to industry standards. Any artistic interpretations by the photographer will be deemed acceptable and correct. If you are not satisfied with your images through fault of James Morton Photography your images will be retaken. If you are not satisfied with your products through fault of James Morton Photography they will be replaced. Notification of dissatisfaction must be received in writing within one week of receipt of images or upon receipt of product(s) for replacement. We will do all that we can to ensure that you are satisfied with your images and products. We cannot be 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 liability will be limited to a retake of the session whenever possible or a refund of the cost of session fee if images cannot be retaken. If the session fee must be refunded, James Morton Photography will have no further obligation to the client.

PAYMENT, RETAINER, AND CANCELLATION POLICY

The client shall submit a \$45 retainer with this signed contract, to reserve the date and services of their portrait session. This retainer will be applied to the session fee. If the session is rescheduled or cancelled by the client, the retainer will not be returned or applied towards the rescheduled session. The rescheduled session will require a new \$45 deposit to secure the new date. The balance of the session fee must be paid at the time of the session by check or credit card. Any charges incurred in shipping prints or products will be billed to the client. Prices for prints and products are valid for a period of thirty days after the date of your session. The total balance due for any orders placed must be paid in full prior to any work beginning on the ordered images or products.

COPYRIGHT AND REPRODUCTION

The client agrees that all copyrights and/or intellectual property rights for all photographs taken at the session shall be held exclusively by James Morton Photography. It is a violation of federal copyright law to allow photographs created by James Morton Photography to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered without our written permission. You agree to purchase prints and products directly from James Morton Photography unless in possession of high resolution digital files. You agree not to make copies for sale or for the purpose of circumventing sale of the images by James Morton Photography. You agree not to scan, copy, or reproduce images in any manner without a written release.

MODEL RELEASE

The client grants that James Morton Photography may use any images taken at the session for the promotion of its business and services. Including but not limited to: website, blog, studio display, internal and external promotional material, and product demos.

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LOCATION PORTRAIT SESSION DETAILS AND TERMS

- *NEAR ME = you come to us. Location session in Conway area (Riverwalk or Marina) for 1 hour.
- *NEAR YOU = we come to you. Location session in Myrtle Beach or Pawleys Island area for 1 hour.
- * All sessions include photography by James and/or Gail Morton. James Morton Photography may end the session at their discretion according to our determination of having captured adequate images both in terms of quality and quantity. If the session is ended prior to the maximum amount of time, there will be no refund or credit for unused time.
- * We will show anywhere from 30-75 images from an average session. If the total number of images is above or below this amount there will be no credits given or extra charges applied.
- * Proofs will be completed within two weeks of your session date. On or before your session, we will schedule a time for you to visit our studio for your premier. At your premier you will be able to view all the images, browse our product offerings and print sizes, and place your print and product orders. After your order is placed at the premier, your images will be placed online for a period of 28 days to share with family and friends.
- * If we are unable to schedule your premier session, the session fee will be the standard price plus an additional \$200 which will be applied as a print/product credit.
- * If there will be more than one family for the shoot (i.e. a family reunion or multi-family session), an extra \$45 will be charged for each family.
- * If additional time is required for online proofing, an additional 15 days may be purchased for \$50.
- * If an additional viewing session is needed, a \$100 fee will apply.
- * Due to the large amount of storage space required for today's digital imaging technology and the large quantity of images we create per year, we can only keep your image files online and in our system for 30 days. After thirty days, all images will be deleted from our system.
- * If additional hours are required or requested for your portrait session, they will be billed at \$50 per hour.
- * James Morton Photography reserves the right to refuse a requested location for any reason.
- * The client agrees and understands that the type of work we will produce will be of similar style and caliber to the images shown on our website. The client agrees to allow James Morton Photography complete creative control over the location of the session as well as any poses or lack thereof executed at the session.
- * The client agrees to relay the details of this contract to any and all subjects involved in the session.

PROOFS, PRINTS, AND RETOUCHING

Any proofing product ordered, viewed at your viewing session, or online will all be individually corrected for color balance, density, contrast, etc. There will be no retouching applied to any proof images. Any prints that are ordered or used in a custom book will receive individual attention in the form of retouching, enhancement, selective area adjustments, artistic enhancements, etc. Retouching means, correcting various elements in an image, such as litter, distracting elements, and minor physical imperfections, (bags under eyes, teeth whitening, eye whitening, clearing of skin, major stray hairs, etc.). James Morton Photography is granted total artistic control over the final image and the client understands that these are the steps we will take when referring to retouching. Any requested retouching over that specified above will be billed at \$100 per hour.

The client has received, read, and agrees to all terms of this agreement and those descriptions set forth in the "copyright information" located here (<http://www.jamesmortonphotography.com/pdf/COPYRIGHTINFO.pdf>) and agrees to relay the details of this agreement to any and all subjects involved in the session.

The undersigned have read and agreed to all terms and conditions on all pages of this agreement.

client _____ date _____

james and gail morton

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