



MDesign Business Headshot Photography Services

<i>Location Setup</i>	\$75
<i>Session Time</i>	\$100/Hr
<i>Single Portraits</i>	\$50/Person
<i>Group Portraits</i>	\$150/Group
<i>High Quality 4x6 Print</i>	\$10 Each
<i>High Quality 5x7 Print</i>	\$15 Each
<i>High Quality 8x10 Print</i>	\$20 Each
<i>Additional Setups on Location</i>	\$50 Each
<i>Additional Photo Retouching</i>	\$75/Hr

ALL SESSIONS INCLUDE:

One finished JPEG file of each person and group on a Compact Disk as well as a Copyright Release for the images. License use of the photographs is as often as desired in any format, forever, without further charge. However, the license included with the flat fee does not permit packaging, billboard, or television use; license for packaging, billboard, or television use is optional. The best portrait of each person will be retouched/edited and all photos will be available for direct purchase from *mdesignphotos.com*.

— *All photos will be available for direct purchase from mdesignphotos.com —*

A complete listing of print prices is available upon request

Contract for Business Headshot Photography Services

1. It is understood this Photographer is the exclusive official photographer retained to perform the photographic services requested on this Contract. Simultaneous coverage by another photographer with professional still photography equipment releases Photographer from this contract. "Photograph(s)" means all photographic material furnished by Photographer hereunder, whether transparencies, negatives, prints or otherwise.
2. **Payment Policy:** Time is of the essence for receipt of payment and return of photographs. No rights are granted until timely payment is made. Payment is required within thirty (30) days of invoice; 10 percent per month service charge on unpaid balance is applied thereafter. Adjustment of the amount of terms must be requested within ten days of invoice receipt.
3. **Copyrights:** As the author of all images made hereunder and as provided for by United States Copyright Laws (Title 17, U.S. Code Section 101), the Photographer shall retain the copyrights in perpetuity, regardless of possession or ownership of photographs, digital files or any other format of reproduction. Client may not reproduce images in any manner without Photographer's explicitly written permission. Client recognizes and agrees that the Photographer may reproduce, publish (including internet), exhibit and otherwise use images created here under, without specific identification of persons or events, (1) as samples of work to be shown to prospective clients, (2) for instructional purposes, (3) as samples of work to be displayed for marketing or competition. Copyright release grants client use of the photographs as often as desired in any format, forever, without further charge. Client may not sell Photographs in any form. Any publication or exhibition is prohibited without mutual consent of the parties involved in this agreement. All images are copyright ©2013 Mitchell J. Miller. All rights reserved. Unrestricted publication rights are granted to client, and client only, as long as the following conditions are met: Any publication or reproduction by anyone other than said Photographer of these images must include the photographers name and a copyright symbol (©).
4. **Requested Photos:** While Photographer will make every reasonable effort to take photos specifically requested by Client, the Client understands that this is potentially an uncontrolled event and that due the vagaries of the weather, available light, time restrictions, and willingness of subjects, Photographer cannot possibly guarantee that ALL requested photos will be taken.
5. **Limitation of Liability:** While every reasonable effort will be made to produce and deliver outstanding images of the event, the Photographer's entire liability to Client for any claim, loss, damage or injury arising under or relating to the Agreement or the Photographer's performance hereunder, including the negligence of the Photographer, is limited to a refund to Client of all fees paid for services. MDesign Photos is fully covered by liability insurance.
6. **Proofs** should not be construed as an indicator of quality of the final product. Final print images may have additional retouching applied for a consistent and pleasing presentation. "Proofs" means the images selected by Photographer in its sole discretion for presentation or delivery to Client. Such selection shall constitute all images that will be made available to Client and, once selected, shall be deemed as fulfillment of the Prints section of the package. Proofs may or may not include artistic enhancements or touch-ups. Digital files are retained on the Photographer's computer systems for 24+ months.
9. No part of the final product, whether digital or print, will be delivered until the balance is paid in full. Client will not make or permit any alterations, additions, or subtractions in respect of the photographs, including without limitation any digitalization or synthesizing of the photographs, alone or with any other material, by use of computer or other electronic means or any other method or means now or hereafter known.
10. This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties.

Date & Time of Portraits: _____

Address of Photo Shoot: _____

Clients Phone #: _____

Clients Email: _____

Details Regarding Portraits Taken:

Total Package Charge: \$ _____ initial: _____

Full Names & Signatures:

Photographer: _____ / _____ Date: _____

Client(s): _____ / _____ Date: _____

_____ / _____ Date: _____

Contact MDesign Photos by phone or email:

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