MDesign Portrait Photography Services

silver
COLLECTION

1 hour of coverage
post production of images
online hosting of images
digital JPG photos

$250

gold
COLLECTION

2 hours of coverage
post production of images
private online gallery
high resolution digital images

$350

platinum
COLLECTION

3+ hours of coverage
post production of images
private online gallery
high resolution digital images

$500

additional
FOR ANY COLLECTION

albums
prints
fine art products

$$$

Contract for Portrait 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.

2. Payment Policy: A non-refundable retainer of 25% of Package will reserve Photographer for coverage on the specified date and will be applied to the Package. The remaining balance is **DUE 14 DAYS BEFORE PORTRAITS**.

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.

4. Requested Photos: While Photographer will make every reasonable effort to take photos specifically requested by Client. The Client understands that this is 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 Proofs section of the package as album page layouts or separate prints. Proofs may or may not include artistic enhancements or touch-ups. Digital files are retained on the Photographer's computer systems for 24+ months.

7. Photo Albums: After receiving online layout proofs, client has 30 days to provide their revisions to Photographer for inclusion into album. If client does NOT provide their revisions in writing, or email, within the 30 days, they forfeit any choices of images included in the album. As part of the service, the Photographer will design the layout of albums including photograph size and image placement. The custom designed album is usually ready 1-2 months after client approval of layout.

8. No part of any order will be delivered until the balance is paid in full.

9. This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties.

Contract for Portrait Photography

Date & Time of Portraits: _____

Address of Photo Shoot: _____

_____

Clients Phone #: _____

Clients Email: _____

Details Regarding Portraits Taken:

_____

_____

_____

_____

Total Package Charge: $_____ initial: _____

Due at Signing (25%): $_____ initial: _____

Remaining Balance: $_____ initial: _____

Full Names & Signatures: *Print/Sign*

Photographer: _____/_____ Date: _____

Client(s): _____/_____ Date: _____

_____/_____ Date: _____

Contact MDesign Photos by phone or email:

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