



PORTRAIT/MODEL AGREEMENT

between

Lee Howell Photography (hereinafter "The Photographer") and undersigned (hereinafter "Client").

Name(s): _____

Address: _____

Mobile: _____ Email: _____

TERMS AND CONDITIONS OF THIS CONTRACT:

ENTIRE AGREEMENT: This agreement contains the entire understanding between The Photographer and the above named Client. It supersedes all prior and simultaneous agreements between the parties in both verbal and written communication. The only way to add or change this agreement is to do so in writing, signed by all parties. If the parties wish to waive or alter one provision of this agreement, this does not mean that any other provision is also waived.

PHOTOGRAPHER: Photography will be solely performed by Lee Howell, and no other. If an assistant or second photographer is required/requested, Client is given the right to meet with staff prior to event. Second photographer will be paid according to the separately agreed upon rate, only upon final approval by the Client.

RESERVATION: A signed contract and deposit are required to reserve specified future session dates. The financial terms of this agreement are explained further on. Failure to provide a deposit nulls and voids this contract.

DESIGNATED APPOINTEE: If you so wish, the Client will designate an individual to identify people of whom specific photographs are desired. The Photographer will not be responsible for missing shots of those on said list if there is no one to assist in identifying these people, if you failed to produce a list, if the list was stolen, if they didn't show, if they are negative about being photographed, or they can't be located.

DIGITAL COPYRIGHTS / ARTISTIC PROPERTY / EXHIBITION / MODEL RELEASE: The Client have permission to make an unlimited number of copies and/or reprints of any original images provided on DVD or downloaded from gallery, or to reproduce the images for any *non-commercial* purpose, for personal use and distribution at no additional charge from The Photographer. ***The Photographer retains Copyright to all photographs and images taken.***

The Client grants to The Photographer it's legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the parties or in which the parties or their family 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.

TRAVEL EXPENSES: Travel expenses will only be incurred by the Client when your event takes places more than 50 miles from Tallahassee, FL. The Photographer will be reimbursed (only if applicable) for all air fares, hotel and transfer expenses incurred by The Photographer in preparation of performing the photographic duties expressed herein.

LIMITS OF LIABILITY: It is further understood that in the unlikely event that The Photographer is injured or becomes too ill to photograph the event, and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. The Photographer will make every effort to ensure your event is covered, regardless.

- The Photographer takes the utmost care and with respect to the delivered product. However, if due to electronic equipment failure or the disc/ DVD-ROM / photographs have been lost, stolen, or destroyed for reasons beyond The Photographer's control, liability is limited to the return of all payments received by The Photographer for the event package.
- If only a portion of the photographs have been lost, stolen, or destroyed for reasons beyond The Photographer's control, liability is limited to the pro-rated return of payments received.

DEPOSIT/REFUNDS: A deposit will only be required when the Client books two or more consecutive portrait/event sessions. In the event of cancellation, for any reason whatsoever:



- The deposit is **non-refundable**.
- CHANGE OF DATES: If the original agreed upon date is problematic and another date is selected, The Photographer will make every effort to accommodate your new event date. If there is a conflict with The Photographer's schedule and the new suggested date, the deposit is **non-refundable**.

FINAL PAYMENTS: Prior to the conclusion of the event the photographer will be paid in full for all services rendered. The Photographer will retain the rights to the imagery, disc, film, DVD-ROMs, et al until at a later pre-arranged date such items will be turned over to the Client.

PROCESSING TIME and ALBUM(S): Processing of the photographs, posting of photographs to an online gallery, and provision of DVD containing all final-edit original high-resolution JPEG images of event should be completed approximately two (2) weeks after the event. The Photographer will notify Client after two (2) weeks if additional time will be required. The Photographer will make every effort to have a brief preview (10-15 photographs) available on his blog within two (2) days of event.

- Any additional printing/album/shipping costs will be paid for by the Client separately.

*** PORTRAIT INFORMATION ***

Description of Services: _____

Total Cost: _____ **Number of Outfits:** _____

Location: _____ **Number of Subjects:** _____

Session Time/Date(s): _____

A deposit of **25%** is required upon final signing of contract to reserve the event coverage for the specified date above. This amount may be paid at any time prior, but must be received **no later than two weeks prior** (if applicable).

The remaining 75% may be paid by the Client **at any time in instalments or in full**, plus reimbursement (if applicable) of air fares, hotel and transfer expenses incurred by The Photographer in preparation of performing the photographic duties expressed herein.

On behalf of The Client: _____ Signature: _____ Date: _____

On behalf of The Photographer: _____ Signature: _____ Date: _____

Please send your completed/signed contract and deposit to:
Lee Howell Photography / 2958 N Settlers Blvd. / Tallahassee, FL 32303.

If a deposit is not required, you may email the signed contract directly to lee@leehowellphoto.com

A receipt and final copy will be emailed to you – Thank you for your business!
Questions? 850.443.5446

Deposit Received (Y / N) Remaining Balance Due: \$ _____ on or before _____.

