



## PORTRAIT CONTRACT

\_\_\_ 1. Deposit and Payment. To reserve your date, a minimum \$50.00 retainer is required. The full balance is due one week prior to the session. Diana Schneider Photography (the Photographer) is not obligated until the balance of the entire contract is paid in full. All prices are subject to California state sales tax.

\_\_\_ 2. Proofs. Proofs (approximately 50-70 images) will be available two weeks after the session date. Diana Schneider Photography shall make proofs and previews available to the Client for the purpose of selecting photographs, but such proofs and previews remain the property of Diana Schneider Photography. Clients may order an album containing the proofs for \$450.00. The proof images will be posted to a website for a period of 60 days to use in selecting images for purchase. Additional time may be purchased for \$10 per month.

\_\_\_ 3. Orders and Pricing. All orders are prepayment only. Additional orders, including those from family and friends, should also be placed within sixty (60) days from when the final proofs are posted to an online gallery. Any additional orders not placed within the original 60-day time limit are subject to current prices and state sales tax at the time of the order. The total balance due for any orders placed must be paid in full before prior to any work beginning on the ordered products and images.

\_\_\_ 4. Photographic Materials. All photographic materials, including but not limited to negatives, transparencies, proofs, digital files and previews, shall be the exclusive property of Diana Schneider Photography.

\_\_\_ 5. Copyright and Reproductions. Diana Schneider Photography shall own the copyright in all images created and shall have the exclusive right to make reproductions. Diana Schneider Photography shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, website, blog, editorial use, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.

\_\_\_ 6. Client's Usage. The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. It is a violation of federal copyright law to allow photographs created by Diana Schneider Photography to be digitally reproduced, copied or scanned without written permission. If Client is obtaining a print for reproduction, the Client shall request that a credit for the Photographer be placed adjacent to the photograph on publication, but shall have no liability if the publication refuses or omits to do so.

\_\_\_ 7 Failure to Perform. If the Photographer cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return the deposit to the

Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

\_\_\_ 8. Inherent Qualities. All images are printed on archival paper using the latest digital technology. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

\_\_\_ 9. Model Release. The Photographer reserves the right to use the negative and/or reproductions for display, publication, or other purposes without compensation to the client. The digital files will remain the property of Diana Schneider Photography. The signing of this contract will serve as a Modeling Release.

\_\_\_ 10. The parties hereto have read the terms of this contract before signing same and hereby agree that no statement, remark, agreement or understanding, oral or written, not contained herein, will be recognized or enforced.

#### \_\_\_ 11. Location Portrait Session Details and Terms

The session being scheduled and agreed upon shall include:

- Standard Portrait session: Up to two hours of photography time by Diana Schneider. The photographer may end the session at her discretion if she determines that she has captured adequate images both in terms of quality and quantity. If the session is ended prior to two hours, there will be no refund or credit for unused time.
- Day Tripper session: Up to four hours of photography by Diana Schneider
- If additional hours are required or requested for your session they will be billed at \$75 per hour.
- The client will be shown 50-70 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.
- All sessions include your choice of a medium resolution CD of all final images, or a \$100 print credit towards custom prints. No refunds are provided for any unused portion of the print credit amount.
- Proofs will be completed within two weeks of your session date. You can extend the 60-day posting period for a fee of \$10 per month.
- The photographer reserves the right to refuse a requested location for any reason.
- The client understands that the type of work that will be produced will be of similar style and caliber to the images shown on [www.Dianaschneider.com](http://www.Dianaschneider.com). The client agrees to allow the photographer complete creative control over the location of the session as well as any poses or lack thereof executed at the session.
- Client agrees to relay the details of this contract to any and all subjects involved in the session.
- Client has received, read and agrees to all terms of copyright in this agreement.

\_\_\_ 12. Proofs, Prints and Retouching

Any proof images viewed at your viewing session or online will be individually corrected for color balance, contrast and density. Diana Schneider Photography will not do individual retouching on proof images. Images included in your final order will be retouched to remove any distracting elements. Additional retouching services above those detailed in this paragraph will need to be sent to the lab and will be billed at \$100 per hour. Diana Schneider Photography retains complete creative control over the final images.

The undersigned have read and agree to all the terms on all the pages of this agreement”

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Diana Schneider Photography \_\_\_\_\_

Client \_\_\_\_\_

Deposit paid at signing: \$ \_\_\_\_\_ balance due on or before \_\_\_\_\_

\$ \_\_\_\_\_

**Mailing Address**

Diana Schneider Photography  
58 West Portal Avenue #217  
San Francisco, CA 94127