

PORTRAIT PHOTOGRAPHY AGREEMENT

Jessica Monte Photography
1664 Oak Spring Way, Reston, VA 20190, 703.863.3601

Event Date : _____

Time Photography Starts: _____

This agreement is between Jessica Monte Photography, operating in the State of Virginia, and the signers of photography contract, hereinafter referred to as the Clients with the portrait session detailed below:

The package list and price list and/or document's stapled to this contract are integral parts of this document. The contract terms, agreement, and price list are the only legally binding documents between the parties referred to as Clients.

Contracting Parties:

Name

Address

City

State

Zip Code

Telephone

Additional Contact Information

(this information is required in case we are unable to contact you):

Names

Address

City

State

Zip Code

Telephone

Event Information:

Venue

Address

City

State

Zip Code

Time:

Venue

Address

City

State

Zip Code

Time:

AGREEMENT OVERVIEW:

This agreement contains the entire understanding between Jessica Monte Photography and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

Coverage:

Coverage will begin at _____, and continue for the number of hours purchased, contiguously.

CHANGE OF DATE OR VENUE

Jessica Monte Photography must be notified immediately of any changes in schedule or location, at least one week prior to the scheduled date of event. Notification of any changes can be made by phone along with written notice sent via email for documentation. If an email is sent, a confirmation of receipt must be sent back by Jessica Monte Photography in writing or via email. It is the client's responsibility to confirm all arrangements at least 7-10 days prior to the event. In the event of change of address or contact information (time, etc.) as listed, you must notify Jessica Monte Photography.

RETAINER

A retainer fee of **\$30.00** retainer fee for PORTRAIT SESSION

This is a NON-REFUNDABLE RETAINER. In the event of cancellation, the retainer paid is non-refundable. It shall be liquidated for damages to Jessica Monte Photography in the event of a cancellation, or breach of contract by the CLIENT. No date is reserved until a retainer is received. The retainer shall be applied towards the total cost of the service to be rendered. The balance of the complete package price must be paid before or on the day of event. If final payment is not received, Jessica Monte Photography will not be expected to attend said event. Additional custom orders (reprints, enlargements, albums) must be paid in full at the time of order.

CANCELLATION

There shall be NO refund of retainer from the signing of agreement due to the reservation of the photography date. If the event is cancelled within two weeks of the date, the client shall pay the balance of the contract due to the high probability that Jessica Monte Photography will not be able to further book that date. Once a balance is paid, it is NON-REFUNDABLE. Any other arrangements shall be discussed between the client and Jessica Monte Photography. All arrangements will be put in writing. Cancellation must be in writing even if a phone call was made to inform Jessica Monte Photography of the cancellation.

FAILURE TO PERFORM

The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Due to the limited and subjective nature of the event, Jessica Monte Photography can not be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the church or location restrictions. The photographer is not responsible for lost photo opportunities due to other cameras or flashes, the lateness of the clients or other principles. The Photographer is not responsible for the lack of coverage due to weather conditions, scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location. It is acknowledged that any lists submitted to Jessica Monte Photography will be used for organizational purposes only and in no way represents photography that will actually be produced. Jessica Monte Photography will do its best to fulfill all requests but can make no guarantees all images will be delivered. Jessica Monte Photography recommends that CLIENT point out important individuals for informal or candid photographs to the photographer during the wedding, as well as during portrait shooting, that they wish to have photographed. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photograph's. Jessica Monte Photography is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Jessica Monte Photography. Clients are responsible for all location fees and permits.

COPYRIGHT

Title (possession) of and copyright to all products shall remain with Jessica Monte Photography until client has paid in full. All photos are copyrighted. The negatives and or digital images (hereinafter collectively "images") created by Jessica Monte Photography and/or subcontractor(s) remain the property of Jessica Monte Photography. It is illegal to copy, scan, reproduce, or post online in forums elsewhere without the written permission of Jessica Monte Photography. Violators of this federal law will be subject to its civil and criminal penalties.

EXCLUSIVE PHOTOGRAPHER

Jessica Monte Photography and/or photographer Jessica Monte Photography hired to photograph shall be the exclusive photographer(s) retained by the client for the purpose of photographing the wedding. Family and friends of the clients and other wedding vendors shall not interfere with the photographer’s duties. Guests will be asked to refrain from taking flash photographs at certain intervals of event to ensure proper exposure of images.

EXPENSES

Travel expenses such as parking, shipping, or destination fees must be reimbursed to Jessica Monte Photography and will be added to the balance due after the event. Travel fees (pre determined)(will be on initial payment total) Clients are responsible for all location fees and permits.

EVENT FOOD SERVICE

A light meal is required for events up to 6 hours for Jessica Monte Photography. For events up to and past 8 hours a full course meal is required. If no meal is provided, it is understood that Jessica Monte Photography will leave the event to purchase a meal.

GARMENTS

Jessica Monte Photography can not be held responsible for damage to Garments during environmental events. Client is responsible to arrange personal assistance for garments.

CREATIVE LICENSE

Images are edited at the photographer’s discretion, and delivered prints may not include all images shot. The photographer reserves the creative right to edit and release only those deemed creditable as professional in quality and within the photographer’s artistic standards.

FORCE MAJEURE

If Jessica Monte Photography or its assigns, cannot perform this agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, then Jessica Monte Photography shall return any moneys paid by the client, less retainer fee and expenses, but shall have no further liability with respect to the agreement. This limitation of liability shall also apply in the event that photographic materials are damaged, lost through camera malfunction, compact flash card malfunction, or otherwise lost or damaged without the fault on the part of Jessica Monte Photography. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

RETURNED CHECKS

Returned checks are subject to a \$50.00 returned check fee. Client assumes responsibility for any and all collection costs and legal fees incurred by Jessica Monte Photography in the event of enforcement of this contract becomes necessary. All legal action shall be take.

Cost of Portrait Photography

Please make all checks payable to Jessica Monte

Package : _____

Chosen packages, and options should be noted below.

Additional Products:

_____ x _____ = \$ _____

_____ x _____ = \$ _____

_____ x _____ = \$ _____

_____ x _____ = \$ _____

Additional locations \$10 each x _____ = \$ _____

Additional Products Total = \$_____

Initial Package Total = \$_____

Sub Total \$_____ + Sales tax \$_____ = Final Total \$_____

Retainer: \$15.00 retainer fee for MINI PORTRAIT SESSION ;
\$30.00 retainer fee for PORTRAIT SESSION
(Please note that your date is NOT held without the retainer fee)

Final Total Package Balance Due: _____

(This total is due before or on the date of event. No photography will be fulfilled without payment in full.)

Retainer Amount: _____ Check #: _____

Payment Amount: _____ Check #: _____

Payment Amount: _____ Check #: _____

Final Payment Amount: _____ Check #: _____

This is a contract for personal photography services to be provided by Jessica Monte Photography and/or individuals subcontracted to do work for Jessica Monte Photography . You agree to the above and below terms and conditions.

The undersigned hereby acknowledge that they have received, read, and understand Jessica Monte Photography 's current price list.
INITIALS: _____

I kindly ask that you get in touch with me two weeks prior to the date of your event. To touch base and go over last minute details. I will make every effort to contact you, but it is the clients' responsibility to contact me to confirm all events and times.

INITIALS: _____

Permission is hereby granted to Jessica Monte Photography to use any images created under this contract for professional samples, displays, internet website pages, advertising, exhibitions, contests, and any other purpose.

INITIALS: _____

Jessica Monte Photography retain the copyright to all images produced by Jessica Monte Photography and/or Subcontractors. If purchasing Hi-Resolution images on CD/DVD, clients will be given a written release to make personal copies of images from CDs or DVDs. The client understands the images given on CD/DVD can not be used for profit or advertising and all posting of images on the internet need to be acknowledged as images by Jessica Monte Photography .

INITIALS: _____

I hereby agree to the terms of this agreement by signing.

(If photographed under 18 parent or guardian signature required.)

Signed: Print _____ Sign _____ (Bride) Date _____

Signed: Print _____ Sign _____ (Groom) Date _____

Signed: Print _____ Sign _____ (Other) Date _____

Signed: Print _____ Sign_____ (Other) Date _____

Representative of Jessica Monte Photography

Signed: Print _____ Sign_____ Date _____