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**Photographer:** Karen Jack

**Mobile:** 0401 673 336 **ABN:** 32 162 861 436

**Email:**karenjack@intouchphotography.com.au

**Portrait Photography Contract**

By booking with InTouch Photography, you understand that you will be required to sign an Agreement between InTouch Photography and yourself as attached.  If minors are to be photographed (under 18year olds) you will also be required to sign a Minor Release Agreement as their Parent/Guardian. These Agreements are to be brought on the day of your photography session or emailed to me prior.

**THE CLIENT (main contact person for booking)**

**Name/s:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SESSION DETAILS**

**Date of session** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Time of session** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Location of session** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Session (please tick)**

❑ Outdoor Portrait Session ❑ Studio Headshot Photography Session ❑ Both Outdoor & Studio

**Will minors be present?(under 18years)**

❑ **Yes** (please complete the Minor Release Agreement) ❑ **No**

InTouch Photography grants the Client an exclusive license to use the photographs taken at this session and supplied via usb, for personal use only. Prints for publication (such as editorial, public relations or advertising use) require prior written consent from the Photographer.

You will receive all usable edited hi resolution images via usb from the session.

As a photographer and artist, I reserve the right to artistically interpret what I see and in what ways I choose to photograph a scene. This may mean that some photographs are colour, some are black and white etc.

**AGREEMENT BETWEEN INTOUCH PHOTOGRAPHY AND CLIENT**

1. I/we authorise InTouch Photography to arrange the photography in accordance with the details overleaf. I/we are satisfied that these details are correct and I/we understand there is a three working day cooling-off period from the date of the signing this contract before the photography is commenced.
2. The Booking Fee is refundable if advised to InTouch Photography 48hours prior to the session. If cancellation without rebooking of the session is given within the 48hours, the Booking Fee is non refundable.
3. I/we have received, read and understand InTouch Photography’s session pricing, which has been confirmed for our assignment on payment of the booking fee.
4. The booking of and any additional costs incurred for booking venues, photography locations, additional props etc are our responsibility or may be invoiced unless paid for separately.
5. Should nominated photographer not be available for any reason, Photographer will notify the Client of the change as soon as it is known and will make every effort to reschedule to the earliest possible date
6. The details and times listed here form part of this agreement and I/we agreed to make every effort to cooperate in order for InTouch Photography to fulfil its contracted photographic duty. I/we acknowledge InTouch Photography cannot accept responsibility for the ‘extent’ of the photographic coverage if these details are incorrect or if I/we chose not to follow the agreed to schedule.
7. InTouch Photography is not responsible if Client and/or key individuals fail to appear or cooperate during portrait sessions, or for missed images due to details not revealed to Photographer. If Client and/or key individuals fail to appear to a scheduled portrait session, the deposit is non-refundable. The session can be rescheduled at the original portrait session fee, including an additional 50% deposit
8. To avoid disruption to the photographic coverage and to allow InTouch Photography to fulfil its contracted duty; other photography by family/friends at this time is not permitted.
9. I/we agree InTouch Photography owns the Copyright in all photographs. I/we give permission to InTouch Photography to use any image of our sitting for industry competitions and as required subsequent usage and for reasonable general promotional advertising for InTouch Photography.
10. As InTouch Photography owns the Copyright, I/we agree not to copy, cause to be copied or allow anyone else to copy, photocopy, laser copy or computer scan these images. To do so is in breach of this agreement. I/we will use these photographs as agreed and understand they may not be copied or reproduced unless written approval is granted by InTouch Photography.
11. The digital files remain the property of InTouch Photography and will be kept on file a period of two years for re-orders.
12. In the unlikely event that Client is completely dissatisfied with the final results based solely on personal preference, InTouch Photography will reshoot at a 25% discount from the original session fee. In the unlikely event that the finished product from a portrait session is unusable due to technical problems, (camera failure or exposure problems), Photographer will reshoot at no additional charge.
13. InTouch Photography shall carry out this assignment with due and professional diligence. Elements beyond InTouch Photography’s control include faulty material, equipment failure, loss of digital files in transit between InTouch Photography and the Clients chosen mailing address, loss or damage to digital files through industrial disputes, civil disturbances, or weather conditions which may inhibit or prevent InTouch Photography completing in whole or in part this assignment. In this case InTouch Photography shall not be liable for its complete performance of the assignment. It is agreed that the liability of InTouch Photography shall be limited to be a refund of any money paid under this agreement which shall be in full & final satisfaction of any damage or loss suffered.

**CLIENT NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DATE:** \_\_ /\_\_\_/\_\_\_\_

**SIGNED:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(CLIENT RESPONSIBLE FOR PAYMENT)

**NAME:** Karen Jack  **DATE:** \_\_ /\_\_\_/\_\_\_\_

**SIGNED:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (InTouch Photography)