



# Nellie's Art Works Photography

info@nelliesartworks.com  
www.nelliesartworks.com

## PORTRAIT AGREEMENT

Between Janel Filion of Nellie's Art Works Photography (referred to hereafter as "Photographer"):  
Email: janel@nelliesartworks.com and

Full Name: (referred to hereafter as "Client") \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### Booking Fee:

Booking Fee of \$20.00 is due at time of booking and reserves Client's session date. Fee is made with cash or a check and can be mailed. Booking Fee must be received within 5 days of booking or session date will be reopened. Booking Fee is credited towards session total and may be waived at Photographer's discretion.

### Rescheduling:

24 hours notice before the session is needed if Client would like to reschedule. Booking fee will be held and applied to the rescheduled session, only one reschedule is allowed. Any cost for location usage will be paid for by Client. Photographer maintains the right to reschedule if needed due to inclement weather, illness, emergency, etc.

### Cancellations:

100% of the Booking fee will be refunded if Photographer is notified of Cancellation 2 weeks BEFORE session date, 50% will be refunded if not notified of Cancellation until 1 week before the session date. No refund is available if session is Cancelled less than 24 hours before the session. Booking fees are non-transferable between parties.

### Cooperation/No Shows:

Photographer 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 Booking fee is non-refundable.

### Limit of Liability:

Photographer takes the utmost care with respect to the exposure, retouching, and transportation of digital captures, proofs and prints. However, in the unlikely event that all the originals are lost, stolen, damaged or destroyed within or beyond Photographer's control, Photographer's liability is limited to the refund of all payments received, or a re-shoot can be scheduled at no additional cost. The limit of liability for partial loss or damage of originals shall be a prorated amount of the total amount, based on the percentage of originals lost or damaged. In the unlikely event that Photographer is injured or becomes too ill to attend the portrait session, Photographer will make every effort to reschedule to the earliest possible date. If the situation should occur and a reschedule is not possible, responsibility and liability is limited to the return of all payment received.

### Copyright & Penalties:

A "Copyright Information" page has been included in this Packet. Please read over it carefully as it describes what a Copyright is. Photographer has full copyright ownership to any photographs she captures. All images are protected under Federal Copyright Law and remain the copyright of Photographer. It is illegal to copy, scan, download, print, modify, re-produce or otherwise steal any image created by Photographer unless given written consent in the form of a Copyright or Print Release. This applies to images posted in a Private Online Gallery, Blog, Facebook, or Hard Copy images. If Client steals images via any method above, or any other method, Client will be charged legal fines and invoiced for the cost of EACH digital image stolen, at Photographer's current price per image. If client has any questions regarding copyright and the use of photographs please contact Photographer.

### Model Release:

If optional Model Release is not signed (Electronically or Hard Copy) Client loses the privilege to have photos showcased by Photographer. The Model Release form grants Photographer the irrevocable and unrestricted right to use and publish photographs of Client, Client's child/children, or photos Client may not be included in for editorial, trade, advertising and other purposes, and in any other manner and medium.

### Session Requests:

- No cameras/camcorders are allowed during the session unless a prior written agreement has been made.
- Only the subject(s) of the session and their parent(s) and/or guardian should be present at the session.
- Please arrive 15 minutes prior to your allotted session time. Arriving late may result in fewer images due to the shortened timeframe.
- A Portrait Agreement and Model Release must be signed (Electronically or Hard Copy) before the session. Unsigned Portrait Agreement = no photo session. Photographer is available for a consultation, before the session, in order to discuss and explain any questions Client may have.

### Re-Shoots:

Re-shoots are determined at the discretion of Photographer. In the unlikely event that Client is completely dissatisfied with the final results based solely on personal preference, Photographer will re-shoot at a 10% discount from the original Booking fee. Client is then able to order prints from the second portrait session only. 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 re-shoot at no additional charge.

### Weather:

If it is not possible for a session to take place on a scheduled day due to weather, Photographer and Client will reschedule on an agreed date at the earliest date possible, with no additional charge.



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### Proofing/Online Gallery Download/Ordering:

Photographer will handpick the session's best images. Each of these images will be retouched and enhanced based on Photographer's artistic vision. Photographer reserves the right to edit and release only those deemed creditable as professional in quality and within Photographer's artistic standards. Completed images will be posted in a Dropbox online gallery within 2 weeks after the session. This Gallery will be hosted for 2 weeks, Client will need to be prepared to download their images in that time frame. There is a \$20 charge to re-host the Gallery for an additional 2 weeks. Client can share the private URL link with whoever they wish, anyone with the link will be able to download images. Once the final images are determined and placed in the Gallery, all other images from the session are permanently deleted. Client's final Gallery images will be archived with Photographer for 4 months from the session date.

Prints and Products are available to purchase. All orders are made through a Professional Photo Lab and are guaranteed to be of the highest quality. Photographer works with several Professional Photo Labs and offers a variety of products. Payment is due in full at the time of order. Due to the custom nature of photography, all sales are final. However, should something not meet Client's expectations, it is Client's responsibility to contact Photographer and Photographer will work to resolve the issue to the Client's satisfaction. Orders are usually delivered within 2-3 weeks of placing the order however specialty or large orders can take up to 6 weeks. Certain specialty items may require a sit down consultation with Photographer before ordering. Photographer is also available to Clients who are not comfortable submitting their own order on the website. In most cases a phone call will resolve all questions Client may have, however, if it doesn't then an in person consultation can be arranged.

*Clients will be given a written release to make personal copies of images from digital download. The client understands the images given cannot be used for profit or advertising and all posting of images on the internet must be acknowledged as images by the Photographer.*

Session Purchased: \_\_\_\_\_  
(for more details, see Session Guide Page)

By signing below you, the Client, are stating that you have read and understood the information in this agreement. I, the Client, agree to the terms of the portrait agreement.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

## MODEL RELEASE

For good and valuable Consideration herein acknowledged as received, and by signing release Client hereby gives the Photographer and Assigns Client's permission to license the Images and to use the Images in any Media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing and packaging for any product or service. Client agrees that the Images may be combined with other images, text and graphics, and cropped, altered or modified. Client acknowledges and agrees that they have consented to publication of their ethnicity(ies) as indicated below, but understands that other ethnicities may be associated with Images of Client by the Photographer and/or Assigns for descriptive purposes.

Client agrees that they have no rights to the Images, and all rights to the Images belong to the Photographer and Assigns. Client acknowledges and agrees that they have no further right to additional Consideration or accounting, and that they will make no further claim to any reason to Photographer and/or Assigns. Client acknowledges and agrees that this release is binding upon their heirs and assigns. Client agrees that this release is irrevocable, worldwide and perpetual.

By signing below you, the Client, are stating that you have read and understood the information in this Model Release. Model Release approval must be made by a Parent/Guardian if any photo session participants are under 18 years of age. By signing below you agree that you're the parent/guardian of any photo session participants under 18 years of age and are approving the Model Release for them.

Client: \_\_\_\_\_ Date: \_\_\_\_\_