

ERIC SCHMIDT PHOTOGRAPHY

PORTRAIT AGREEMENT

This document is a contractual agreement made between:

Eric Schmidt (referred to hereafter as "Photographer")
155 S. Montclair Ave
Glen Ellyn, IL 60137
Tel: 630-989-9876
Email: ericsschmidtphotography@gmail.com

And

Full Name: _____ (referred to hereafter as "Client")

Street Address: _____

City/State /Zip: _____

Tel: _____ Fax: _____

Email: _____

AGREEMENT: The person(s) whose name(s) appear on the photo session agreement form, known as "Client", agree that Eric Schmidt Photography, known as "Photographer", shall provide services for a photography session to the best of their abilities, in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties. Any modifications must be in writing, signed by both parties, and physically attached to the original agreement. Client assumes responsibility for all collection costs and legal fees incurred by Photographer should enforcement of this contract become necessary. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

PORTRAIT SESSION: Client is guaranteed shoot time up to the amount of time listed in the "Portrait Time" section of this agreement. Additional fees will be listed in the "Your Fees" section of this contract.

SESSION PROOFS: Photographer will provide a web link to the client within 2 to 4 weeks of the portrait session to view proofs and/or download licensed digital copies (if offered in session agreement) . Photographer retains the right to edit the photographs and omit any image. Images will be made available for purchase online for a minimum of 90 days, but may be removed from the Photographer's website without notice after that time has elapsed.

CANCELLATION/POSTPONEMENT: Client understands that by entering into this agreement, Photographer is foregoing other photographic opportunities. In the event of a cancellation or postponement of the portrait session/agreement by Client, the deposits paid are non-refundable. 50% of deposit values are transferable if a date change is necessary. Forty-eight hour notice of postponements or cancellations is appreciated.

WEATHER/FORCE MAJEURE: If it is not possible for a session to take place on a scheduled day due to weather, acts of God, or other risks beyond the reasonable control of the Photographer, Photographer and Client will reschedule on the earliest agreed date possible, with no additional charge.

CO-OPERATION/NO SHOWS: Photographer is not responsible if Client and/or key individuals fail to appear/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.

RESHOOTS: In the unlikely event that Client, based solely on personal preference, is completely dissatisfied with the final results, Photographer will reshoot at a 25% discount from the original session 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 reshoot at no additional charge.

COPYRIGHT: All images are copyrighted to and remain the property of Eric Schmidt.

CLIENT'S USAGE: Client is obtaining prints/images for personal use only and shall not sell said prints/images or authorize any reproductions by parties other than Photographer. Prints/images for publication (such as editorial, public relations or advertising use) require prior written consent from Photographer.

MODEL RELEASE: Client grants to Photographer and his legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of Client, Client's child or children, in which Client may be included for editorial, trade, advertising and other purposes, and in any other manner and medium; to alter the same without restriction; and to copyright the same. Client hereby releases Photographer and her legal representatives and assigns from all claims and liability relating to said photographs.

EXHIBITION: Client grants Photographer permission to display selected images resulting from this assignment as an example of Photographer's work and for entrance into photographic competitions and releases all claims to profits that may arise from use of images.

LIMIT OF LIABILITY: We take 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 reshoot 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 the portrait session must take place on the scheduled date, Photographer will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received.

JURISDICTION: This Agreement is being executed and delivered in the State of Illinois and shall only be governed by, construed, and enforced in accordance with the laws of the State of Illinois. Any dispute or other legal action concerning this Agreement, including any arbitration or litigation proceedings shall only be conducted in DuPage County, Illinois.

PRINT LIFE: Client is aware that color dyes and inks in prints may fade or discolor over time due to the inherent qualities of dyes and inks, and Client releases Photographer from any liability for claims whatsoever based upon the fading or discoloration due to their inherent qualities.

CHANGES TO THIS AGREEMENT: There may be additional charges if changes are made to this agreement. Client may increase the period of Photographer's service on the portrait date, provided Photographer is available during the time requested. Added expenses resulting from such change, including additional service cost, digital capture costs, and change-related fees will be added on to the final balance and will be paid in full by Client prior to delivery of the proof website link. Client may not decrease the period of Photographer's service on the portrait date. If the period of Photographer's service is cut short by reason of fire, casualty, death, act of God or other cause beyond the control of the parties, Photographer shall still receive the total fees outlined above.

SESSION FEES: Session fees include a one-hour portrait session (more time may be required for groups and large families), and a proof website link containing the photographs from our session. Session fees are determined in advance based on the location of the photo shoot. A deposit of 50% of the session fee (or other agreed amount) and a signed copy of this agreement are required to reserve a portrait session date. The remaining balance of the Session fee is due on the day of Client's portrait session, and is payable before shooting begins.

PRINT FEES: Prints are ordered individually via www.ericsschmidt-photography.com. All prints include standard retouching. All print fees are subject to Illinois sales tax.

RETOUCHING AND CONVERSIONS: Standard retouching includes light blemish and stray hair removal. Complex Retouching includes changes such as the removal of scars or heavy blemishes and "head/face/expression swaps".

Tonal Conversions include converting color images to black-and-white or sepia tone (for an antique look) and black-and-white images to sepia tone.

LOCATION FEES/PERMITS: Some locations such as private parks require a photography permit. Photography permits are the sole responsibility of the Client and must be secured prior to the photo session.

GENERAL INFORMATION ON PRICES

- Additional Session Hours: \$150/hour
- Additional Families/Couples in shoot (hi-res digital downloads): \$75/family
- Standard Touchup Fees: \$0 Performed at Photographer's discretion and included in session fee
- Complex Touchup Fees: \$30 each
- Tonal Conversion Fees: \$10 each

Standard Print Fees

- 8" x 12" \$24.99 – \$28.99 each
- 12" x 18" \$45.99- \$53.99 each
- 20" x 30" \$161.99 – \$191.99 each

Many other sizes are available

Giclée Watercolor prints are also available for an additional charge

Fine Art Canvas Print Fees

- 8" x 12" Giclée \$80.99 – \$128.99
- 16"x 24" Giclée \$178.99 – \$232.99

Many other sizes available

ThinWrap Print Fees (Ready to hang)

- 8" x 12" \$71.99 - \$104.99
- 16" x 24" \$168.99 - \$212.99

Many other sizes available

Note: Ranges in print fees are based on the material and methods chosen to produce the print

Photographer is not responsible for printing errors, print quality, or products not printed by Photographer.

YOUR SESSION TIME AND LOCATION

- Session Date: _____
- Session Time: _____
- Session Location: _____

YOUR FEES

- Session Fee \$
- Travel Fee \$
- Assistant Fee \$
- Subtotal \$
- IL Sales Tax \$ NA
- Personal Digital License Fees: \$ (Full-Resolution downloads of the entire gallery)
- Total Fees \$
- Deposit \$
- Remaining Balance \$

Cash, Checks, and Major Credit Cards are accepted. All checks or money orders should be made out to Eric Schmidt.

Photographer: _____ **Date:** _____

Client: _____ **Date:** _____