



703.389.1671 info@nicholehaunphotography.com

Contract for Photography Services

Client Name			
Address		City	State
		Zip	
Daytime Number:		Cell Phone:	Email:
Persons to be photographed			
	Group <input type="checkbox"/>	Individual <input type="checkbox"/>	Minor <input type="checkbox"/>
	Group <input type="checkbox"/>	Individual <input type="checkbox"/>	Minor <input type="checkbox"/>
	Group <input type="checkbox"/>	Individual <input type="checkbox"/>	Minor <input type="checkbox"/>
	Group <input type="checkbox"/>	Individual <input type="checkbox"/>	Minor <input type="checkbox"/>
	Group <input type="checkbox"/>	Individual <input type="checkbox"/>	Minor <input type="checkbox"/>
	Group <input type="checkbox"/>	Individual <input type="checkbox"/>	Minor <input type="checkbox"/>
	Group <input type="checkbox"/>	Individual <input type="checkbox"/>	Minor <input type="checkbox"/>
Animals & Property to be photographed			
	Group <input type="checkbox"/>	Individual <input type="checkbox"/>	
	Group <input type="checkbox"/>	Individual <input type="checkbox"/>	
	Group <input type="checkbox"/>	Individual <input type="checkbox"/>	
	Group <input type="checkbox"/>	Individual <input type="checkbox"/>	
	Group <input type="checkbox"/>	Individual <input type="checkbox"/>	
	Group <input type="checkbox"/>	Individual <input type="checkbox"/>	
	Group <input type="checkbox"/>	Individual <input type="checkbox"/>	
Additional Comments/ Special Request			

I have read and understand this agreement, including the terms and conditions, and agree to be bound by them:

Client Signature _____ Date _____



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TERMS AND CONDITIONS

1. It is understood this Nichole Haun Photography is the exclusive official photographer retained to perform the photographic services requested on this Contract.
2. Nichole Haun Photography may substitute another photographer to take the photographs in the event of illness or of scheduling conflicts. In the event of such substitution, Nichole Haun Photography warrants that the photographer taking the photographs shall be a competent professional.
3. No part of any order, including previews, will be delivered until the balance is paid in full.
4. Nichole Haun Photography reserves the right to use images created under this contract for advertising, display, publication or other purposes. The Client signing this contract warrants that he or she has actual authority to agree to the use of the likeness of all persons included in the portrait in this manner and shall indemnify and defend the Nichole Haun Photography in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of Nichole Haun Photography
5. Upon signature, Nichole Haun Photography shall reserve the time and date agreed upon. Unless Nichole Haun Photography is able to fully replace the cancelled reservation, all sitting fees and deposits are non-refundable, even if the portrait is rescheduled or canceled for any reason other than inclement weather.
6. If, in the opinion of Nichole Haun Photography, inclement weather or other adverse conditions prevent the creation of a portrait meeting the artistic standards of Nichole Haun Photography, may elect to use an alternate location or to reschedule the portrait.
7. If Nichole Haun Photography 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 any deposit or sitting fee 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 or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Studio/Photographer fails to perform for any other reason, the Studio/Photographer shall not be liable for any amount in excess of the retail value of the Client's order.
8. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Nichole Haun Photography from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

_____ [initial]

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9. The charges in this Contract are based on Nichole Haun Photography Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

10. 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. RAW and unedited (digital negatives) files will not be released to client. Files that will be released will be in jpeg format as outlined within collection purchased if files are included in purchased collection. Note that the photographer uses her professional judgment to take certain photos in black and white format in camera – meaning no color images of these files would be available. If a color photo has been turned into a black and white image, you will receive both color and black and white format of said photo, otherwise, if you only receive a black and white image, that means it was taken that way in camera and no color version is available

11. Requested Photos: While Photographer will make every reasonable effort to take photos that may be specifically requested by Client, Client understands that due the vagaries of the weather, available light, time restrictions, and willingness of subjects, Photographer cannot possibly guarantee that requested photos will be taken and no specific pose or photograph can be promised and Photographer will not be responsible for any missed moments. Due to the limited and subjective nature of the event Photographer cannot be held responsible for requested photographs not taken, compromised, 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 location restrictions, the lateness of contracting parties, or other principles, or the rendering of decorations of the location. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage. It is acknowledged that any requests submitted to Photographer will be used for organizational purposes only and in no way represents photography that will actually be produced. Photographer will do her best to fulfill all requests but can make no guarantees all images will be delivered. Clients are responsible for all location fees and permits

12. NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Nichole Haun Photography's permission, and violators of this Federal Law will be subject to its civil and criminal penalties.

13. This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties.