

James Stokes Photography, LLC
www.james-stokes.com
Portrait Photography Contract
info@jamesstokesphotography.com
325 Central Ave
Medford, WI 54451
715.570.5718

CLIENT INFO

Client Name:

Mailing Address:

Email Address:

Phone: Session

Date:

SERVICES PROVIDED BY James Stokes Photography, LLC

Photographer Contracted: James Stokes

Services & Products Included:

TERMS

1. Total collection rate is required at the time of your shoot.
2. Late payments will incur a \$100 fee per week late fee and bounced checks will incur a \$50 fee per incident.
3. In the event either of the clients cancels this contract for any reason, the retainer is non-refundable and non-exchangeable. If the client changes the date of their event, the retainer is non-refundable. All cancellations must be made in writing, signed by the contracted party and sent via Certified Mail to ensure delivery.
4. Coverage times must be used consecutively. Time starts when photographer arrives and finishes when the coverage time runs out. Additional coverage may be purchased on site with the consent of the photographer for \$150/hr.
5. Album or other product pricing is guaranteed until the 3-month anniversary of the shoot. After that date current rates will apply.

DELIVERY

1. A good faith effort will be made to deliver the photographs via upload to the viewing website within 3-4 weeks from the shoot date. If a deliver date of longer than 3-4 weeks shall develop, all efforts will be made to notify clients.
2. Any products included in the contract must be fulfilled by the six-month anniversary of the shoot date. Any product not fulfilled by the client by the six-month anniversary is forfeited.

3. Once an order for an album, print or other product has been placed, it cannot be cancelled, returned or exchanged.
4. Albums, prints, and/or other products requested by the client that exceed the value allotted in the contract will not be ordered until the balance is paid on these items.
5. If album design is part of the purchased contract, the initial design shall be presented to the client. One editing round is accommodated after the initial design. Additional editing rounds requested by the client shall be charged at a rate of \$150 per round, paid upfront.

PHOTOGRAPHER LIABILITY

1. If James Stokes Photography is unable to perform to the guidelines of this contract due to a fire or other casualty, act of god, act of terrorism, grave illness of the photographer, severe traffic, road closures, or other cause beyond the control of the parties, then 50% of all fees paid by the client will be refunded in full if a suitable replacement cannot be found. James Stokes Photography shall have no liability for costs outside of or in excess of the amount of this contract. The limitation of this liability will also apply in the event that negatives or digital negatives are lost through camera malfunction; damage in processing, lost in the mail, or otherwise damaged or lost without the fault of the photographer.
2. Photographing any specific moment is not guaranteed by James Stokes Photography and they, the company, will not be held responsible for any missed moments. James Stokes Photography is unable to guarantee that those desired photos, or any particular image will be captured.
3. **Artistic Style.** On its own behalf, and on behalf of the subject: Client acknowledges that it is familiar with the Photographer's portfolio and is requesting Services with knowledge of the Photographer's style; that Photographer's work is constantly evolving; that Photographer's services are of unique and artistic nature; that the photos may be different from photographs taken by the Photographer in the past; and that in creating the photos, the Photographer shall use her personal artistic judgment to create images consistent with their personal vision of the Event, which vision may be different from the Client's and/or the Subject's vision of the Event. Accordingly, Client acknowledges that the Photos shall not be subject to rejection on the basis of taste or aesthetic criteria.
4. The photographer is limited by the guidelines of the management of the location of the shoot. The clients agree to hold harmless James Stokes Photography for the impact such guidelines and restrictions may have on the finished product. Negotiation with the officials for moderation of guidelines is the responsibility of the clients.
5. Client understands that portrait sessions can be fast moving, especially those involving children. It is the client's responsibility to see that all persons to be documented are available, on time, and cooperative.
6. James Stokes Photography is not responsible for compromised photography coverage due to causes beyond their control such as interference of individuals such as family or the public, weather conditions, schedule complications, rendering of decorations, existing backgrounds or lighting conditions, which may negatively impact or restrict the photography coverage. In the event of rain forecasted for the time of client's session, client agrees to accommodate James Stokes Photography calendar to reschedule session for next available date and time.
7. It is the belief of James Stokes Photography that the use of flash photography outdoors is unnecessary,

and it will typically not be used.

8. Image files are kept in archive for one year from the session date. After that time, there is no guarantee as to viability of those files.
9. James Stokes Photography have full creative control on framing and cropping of photographs. The decision as to which photos will be presented in black and white, color or any other processing effect is at the sole discretion of James Stokes Photography. James Stokes Photography reserves the right to edit and release only images which they deem credible as professional in quality and within the photographers' artistic standards.
10. Upon receipt of any discs containing digital files (if purchased) the clients accept all responsibility for archiving and protection of the discs and files. James Stokes Photography is not responsible for the failure of discs due to mishandling, the lifespan of any digital media provided or any future changes in media formats.

COPYRIGHT AND IMAGE USE

1. All photographs taken by James Stokes Photography are property of James Stokes Photography, will remain the sole property of James Stokes Photography and are protected by United States Copyright Laws (USC Title 17). The clients hereby waive any claims for ownership, income, editorial control and use of the photos.
2. The clients understand that their likeness and images from their portrait session may be used in the portfolio, marketing materials or other professional uses by James Stokes Photography.
3. If applicable, the clients understand and grant permission for their likeness and images created by James Stokes Photography to be given to other vendors used for the shoot for use in marketing materials, portfolio or other professional capacities. The clients further grant permission that their likeness and images may be submitted for publication to industry magazines, blogs or other publications.
4. The clients shall not give files to others. James Stokes Photography provides images of their work.
5. If the clients purchase the disc of files, the clients may **not** make printed reproductions the files, alter the files or create derivative works using the files. Clients may not market, sell, advertise, promote publish or claim creation of these files.
6. *Any images posted on the Internet by the clients must have James Stokes Photography watermark and link to www.james-stokes.com.*

OTHER

1. James Stokes Photography shall be the exclusive professional photographer retained by the client for the purpose of photographing the portrait session. Others are **not** permitted to create still photographs of the events of the session.
2. James Stokes Photography requires that the client contact James Stokes two weeks prior to the event to go over last minute details and changes in the schedule.

This contract consists of two sections of details and five sections of terms and conditions. Any changes in

these terms or details may result in additional costs or provisions. By signing this contract, the Photographers and the Clients agree to all terms and conditions stated in said contract.