



JAMART PHOTOGRAPHY

JENNIFER DEMEGLIO  
MELISSA LYNCH  
(570)814-5949  
JAMARTphotoart@aol.com  
www.JAMARTPhotography.com

Contract for Photography Services

Order Number \_\_\_\_\_

Client \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Photo Session Date \_\_\_\_\_ Time \_\_\_\_\_

Photo Location \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Portrait Session \_\_\_\_\_ Fee \$ \_\_\_\_\_ Travel Fee \$ \_\_\_\_\_ Deposit \$ \_\_\_\_\_

Number of Subjects \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_

\_\_\_\_\_

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*Special Usage Requirements* \_\_\_\_\_

Portrait Session Notes

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## Terms and Conditions

1. **Deposit and Payment.** The session fee is due at the time of booking and is non-refundable. Once your appointment has been secured by a deposit, the quoted prices are locked and will not go up. A travel fee will be added for distances over 75 miles from our home base. Upon the time of order placement, 50% of your total order is due, with the balance paid upon delivery of your prints. Orders which will be shipped to clients must be paid in full before the order will be shipped.
2. **Cancellation.** Session fee refunds will only be made for any cancellation made by the Photographer due to unexpected circumstances.
3. **Illness.** If your family member is ill please contact us ASAP so that we may reschedule. We want them to feel and look their best! No refunds will be given and the portrait session must be rescheduled.
4. **Proof Photographs.** Proofs of photography will be made available to the Client within 10 business days. The Client will receive a password for private viewing of their prints on the Photographer's website. The images in the viewing gallery are watermarked and numbered for ordering purposes. Images may not be copied or downloaded. Watermarks will not appear on purchased prints.
5. **Ordering Prints.** The Client shall provide the Photographer with a written list of the proof images from which the final photographs are to be prepared, and specify the number and format of the final photograph to be delivered for each proof image.
6. **Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio or website. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.
7. **Client's Usage.** The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a print for reproduction, the Photographer authorizes the Client to reproduce the print only as set forth under Special Usage Requirements on this form. In such event, the Client shall request that a credit for the Photographer be placed adjacent to the photograph on publication, but shall have no liability if the publication refuses or omits to do so.
8. **Failure to Perform.** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.
9. **Applicable Law.** This contract shall be governed by the laws of the County of Luzerne in the State of Pennsylvania and any applicable Federal Law.

The parties have read this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Photographer Signature \_\_\_\_\_ Date \_\_\_\_\_