

Scott Neumyer PHOTOGRAPHY

373 MCDOWELL DR. EAST BRUNSWICK NJ 08816 WWW.SCOTTNEUMYERPHOTOGRAPHY.COM 732.586.2978

Portrait Photography Session Agreement

Client..... Date of Session.....
Subject(s).....
Address..... City/State/Zip.....
Home Phone..... Cell Phone.....
Email..... Session Fee.....

ENTIRE AGREEMENT: This agreement contains the entire understanding between Scott Neumyer Photography and the client. It supersedes all prior and simultaneous agreements between the parties.

COPYRIGHTS: The photographs produced by Scott Neumyer Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Scott Neumyer's written consent. Written consent for reproduction and display rights will be signed and sent to the appropriate person, when applicable. Scott Neumyer Photography owns all copyrights for any and all images produced in connection with this agreement, including the right to reproduce or publicly display such images. As author of all images made hereunder and as provided by law, Scott Neumyer shall retain the copyrights in perpetuity, regardless of possession or ownership of photographs, digital files, or any other format of reproduction.

PERMITTED USES: The client agrees that all reprints and any publication will be used for personal use only. At no time will the client assume images to be of his or her own work. The client must obtain written permission from Scott Neumyer Photography prior to the client or anyone else publishing or selling the photographs and a photography credit must accompany any published images, regardless of the format of reproduction. Photo credit: © Scott Neumyer.

PERMITTED USES, DVD-ROM: If the client chooses to purchase high resolution image files, the files will only be available upon payment in full for all photographic and publication services. With this option, client will receive color corrected gallery images on DVD-ROM and written permission assigning reproduction and display rights for personal use only. At no time may the images be published for fee or entered into competitions without specific written permission from Scott Neumyer Photography. It is never permissible to manipulate images in any way other than for specific printer color correction or minor cropping. It is never acceptable to flop images or scale images beyond optimal resolution quality to fit a publication layout.

EXHIBITION: The client grants Scott Neumyer Photography permission to display images resulting from this assignment as an example of Scott Neumyer's work and for entrance into competitions. Client releases all claims to profits that may arise from such images.

LIMIT OF LIABILITY: Scott Neumyer Photography takes the utmost care with respect to exposure, transportation and the processing of your photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Scott Neumyer Photography's control, Scott Neumyer's liability is limited to the return of all payments received for the event package.

SPECIFICALLY REQUESTED IMAGES: While every reasonable effort will be made to produce and deliver outstanding photographs, certain aspects of any photo shoot cannot be controlled, therefore Scott Neumyer Photography cannot guarantee delivery of any specifically requested image(s). Scott Neumyer Photography makes no warranty of any kind, whether expressed, implied, statutory, or otherwise under this Agreement.

RETAINER & PRICING: The client shall remit a \$50 booking retainer with this contract to reserve the date and services of their portrait session. This retainer will be applied to the session fee if the session is not rescheduled or missed. Any charges incurred in shipping prints or products will be billed to the client. Online viewing gallery will be available within 21 days after the commencement of the photographic services. The gallery will remain online for 30 days. Please use this time to share your images with friends and family and to choose images you would like to have printed.

Scott Neumyer PHOTOGRAPHY

373 MCDOWELL DR. EAST BRUNSWICK NJ 08816 WWW.SCOTTNEUMYERPHOTOGRAPHY.COM 732.586.2978

LOCATION PORTRAIT SESSION DETAILS & TERMS: The session being scheduled and agreed upon shall include:

- Up to three (3) hours of photography time by Scott Neumyer. Scott Neumyer may end the session early upon his discretion according to his determination of having captured adequate images both in terms of quality and quantity. If the session is ended prior to three hours, there will be no refund or credit for unused time.
- Additional fees for travel expenses or time may apply if photography location is 30 miles beyond ZIP code 08816.
- Between 25-50 images will be shown from an average session. If the total number of images is above or below this amount, there will be no credits or extra charges applied.
- Proofs will be completed within three (3) weeks of your session date. Your images will be placed online for a period of 30 days. If additional time is required for online proofing and ordering, an additional 30 days may be purchased for \$100.
- Due to the large amount of storage space required for today's digital imaging technology and the large quantities of images I create per year, Scott Neumyer can only guarantee keeping your image files online and in his system for 90 days. After 90 days, Scott Neumyer may delete all images from his system.
- If additional hours are required or requested (above and beyond the originally agreed amount) for your photography session, they will be billed at \$50 per hour.
- Scott Neumyer reserves the right to refuse a requested location for any reason.
- The client agrees and understands the type of work Scott Neumyer will produce. The client understands that Scott Neumyer will explain how his style of shooting works and what his goals are for the session. The client agrees to allow Scott Neumyer complete creative control over the location of the session as well as any poses, or lack thereof, executed at the session.
- Client agrees to relay the details of this contract to any and all subjects involved in the session.
- Client agrees that any "brag book" ordered will be kept in tact and no photographs will be removed for any purpose (gifts, framing, etc..).
- Client has received, read, and agreed to all terms of copyright in this agreement and those descriptions set forth in the "copyrights" section on the first page of this agreement.

PROOFS, PRINTS & RETOUCHING: Any proof viewed online will be individually corrected for color balance, density, contrast, etc. there will be no retouching applied to any proof images. Any prints that are ordered or used in custom album or book will receive individual attention in the form of retouching, enhancement, selective area adjustments, etc. Retouching means correcting various elements in the image such as litter, distracting elements, and minor physical flaws (bags under eyes, teeth whitening, clearing of skin, major stray hairs, etc). Scott Neumyer is granted total artistic control over the final image and the client understands that these are the steps to retouching. Any requested retouching over that specified above will be billed at \$50 per hour.

All persons being photographed must have a signed model release. Please initial here that you have read this statement. _____

CLIENT PRINTED NAME

SIGNATURE

DATE

PHOTOGRAPHER'S SIGNATURE

DATE

Scott Neumyer PHOTOGRAPHY

373 MCDOWELL DR. EAST BRUNSWICK NJ 08816 WWW.SCOTTNEUMYERPHOTOGRAPHY.COM 732.586.2978

Model Release All persons being photographed must have a signed release.

MODEL RELEASE: The parties agree that Scott Neumyer Photography may reproduce, publish, or exhibit a judicious selection of photographs from this photography session as samples of photographic work. These photographs may be entered into competitions and shown to prospective clients in the form of in-studio displays, advertising, Web site galleries, Web logs and for instructional purposes consistent with the highest standards of taste and judgment. Scott Neumyer Photography reserves the right to publish the first name of adult models shown unless adult models request otherwise on this form or in a signed letter. At no time will Scott Neumyer Photography release the names of minors without specific written consent from parents or guardians.

For the good and valuable consideration, receipt of which is hereby acknowledged, I consent that the photographer, his legal representative, successors or assigns, as well as all persons or corporations acting with her/his permission, shall have the absolute right and permission to copyright, publish, use, sell, or assign any photographic portraits of me or my immediate family members under the age of 18 taken on this or any subsequent dates, whether apart from or in conjunction with my own fictitious name, or thereof, in color or otherwise. Guests at an event for which photography has been contracted should be advised that photographs taken at the event are subject to the aforementioned uses.

I hereby waive any right that I may have to inspect and or approve any finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied.

I hereby warrant that I am of legal age and have every right to contract in my own name in the above regard. I state further that I have read the above authorization and release prior to the execution, and that I am fully familiar with its contents.

Parent or guardian warrants and represents that the parent is the legal guardian of model(s), and has the full legal capacity to consent to the minor being photographed and to execute this release of all rights in models' images. Names of minors will never be released to the public without parental or legal guardian consent.

CHILD'S NAME (First, Last)	AGE	ADULT MODEL'S NAME	AGE
CHILD'S NAME (First, Last)	AGE	ADULT MODEL'S NAME	AGE
CHILD'S NAME (First, Last)	AGE	ADULT MODEL'S NAME	AGE
CHILD'S NAME (First, Last)	AGE	<input type="checkbox"/> Use FIRST NAMES , as shown below, on the blog. (If you do not want any names published along with your pictures, write "no names.")	
CHILD'S NAME (First, Last)	AGE		
CHILD'S NAME (First, Last)	AGE	<input type="checkbox"/> We request Scott publish our images ONLY in a private gallery.	
PRINT PARENT OR LEGAL GUARDIAN'S NAME	ADDRESS (street, city, state, zip)	SIGNATURE	DATE
PRINT CONTRACTING PARTY'S NAME (if different)	ADDRESS (street, city, state, zip)	SIGNATURE	DATE
PHOTOGRAPHER'S SIGNATURE	DATE		