



Client ..... Date of session .....

Subject(s) .....

Address ..... City/State/Zip .....

Home phone ..... Mobile Phone .....

Email ..... Session Fee .....

**Service agreement and liability**

This confirms our contracting Agreement: We agree that Lionberger Photography shall provide services to photograph you to the best of our abilities in accordance with the portrait session selected. Every effort will be made to assure your satisfaction according to industry standards. Any artistic interpretations by the photographer will be deemed acceptable and correct.

If you are not satisfied with your images through fault of Lionberger Photography they will be replaced. Notification of dissatisfaction must be received in writing with in one week of receipt of images or upon receipt of product(s) in order to receive a refund or replacement. We will do all that we can to ensure that you are satisfied with your images and products. We cannot be responsible for dissatisfaction due to circumstances beyond our control. In the event that photographic materials are damaged or lost through camera or computer malfunction the photographer liability will be limited to retake of the session whenever possible or a refund of the cost of session fee if images cannot be retaken. If the session fee must be refunded, Lionberger Photographer will have no further obligation to the client.

**Retainer, payment and pricing**

The client shall remit a \$45 booking retainer with this signed contract, to reserve the date and services of their portrait session. The retainer will be applied to the session fee if the session is not rescheduled or missed. Any charges incurred in shipping proofs, prints, or products will be billed to the client. Prices for prints and products are valid for a period of 30 days after Lionberger Photography notifies you that pictures are available for viewing via internet. After 30 days, the price will increase slightly. Proofs will be available for viewing/purchasing for approximately 90 days after session.

**Copyright and reproduction**

The client agrees that all copyright and/or intellectual property rights for all photographs taken at that session shall be held exclusively by Lionberger Photography. It is a violation of federal copyright law to allow photographs created by Lionberger Photography to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered without our written permission. You agree to purchase prints directly from Lionberger Photography unless in possession of high resolution digital files. You agree not to make copies for sale or for the purpose of circumventing sale of the images by Lionberger Photography. You agree not to scan, copy or reproduce images in any manner without a written release.

**Model release**

The client grants that Lionberger Photography may use any images taken at the session for the promotion of it's business and services. Including but not limited to: website, weblog, studio display, promotional material, and product demos. The right to edit and approve for public use is granted to the client.

Location portrait session details and terms

The session being scheduled and agreed upon shall include:

- Up to one hour photography time with Sara Lionberger. Lionberger Photography may end the session at their discretion according to our determination of having captured adequate images both in terms of quality and quantity. If the session is ended prior to the 1 hour, there will be no refund or credit for unused time.
- Session must be scheduled within Montgomery County or travel fees (.69/mile from my studio) will apply.
- We will show anywhere from 50-200 images from an average session. If the total number of images is above or below this amount, there will be no credits given or extra charges applied.
- Proofs will be completed within two weeks of your session date. Your images will be placed online for a period of 3 months. After being notified of your pictures being available for viewing/purchasing on the website, you will have a special rate on all pictures for 30 days. After 30 days, these prices on all prints will increase slightly.
- If additional hours are required or requested for your portrait session, they will be billed at \$25 per hour.
- Lionberger Photography reserves the right to refuse a requested location for any reason.
- The client agrees and understands that the type of work we will produce will be of similar style and caliber to the images shown on our website. The client understands that we will explain how our style of shooting works and what our goals are for the session. The client agrees to allow Lionberger Photography complete creative control over the location of the session as well as any poses or lack there of 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 proof books or snap books ordered will be kept in tact and no photographs will be removed for any purpose (gifts, framing, ect.)
- Client has received, read and agrees to all terms of copyright in this agreement and those descriptions set forth in the "copyright information" on the last page of this agreement.

Proofs, prints, and retouching

Any proofing product viewed online will all be individually corrected for color balance, density, contract, ect. There will be little or no retouching applied to any proof images viewed online. Any prints that you wish to order that you feel need attention in the form of retouching, enhancement, selective area adjustments, ect. you will need to notify Lionberger Photography by email or phone as to which prints need such attention. This will not be an additional charge. Retouching means correcting various elements in an image such as: litter, distracting elements, and minor physical flaws (bags under eyes, teeth whitening, eyes whitening, clearing of skin, major stray hairs, ect.) Lionberger Photography is granted total artistic control over the final image and the client understand that these are the steps we will taken when referring to retouching.

Prints will be ordered thru your online website that you will be given. This website link will also be available thru [www.lionbergerphotography.com](http://www.lionbergerphotography.com) under "session links," unless you ask otherwise. All proofing will be done online and if you require a studio viewing of your prints and help with ordering at my studio, there will be a \$45/hour charge. All prints will be delivered to the address you select when placing your order thru the website. Any photobooks, snapbooks, proofbooks will need to be ordered directly thru Lionberger Photography.

The undersigned have read and agreed to all terms on all pages to this agreement:

Client .....

Date .....