

Darin Eastburn Photography



CLIENT AGREEMENT FORM - PORTRAIT AGREEMENT

This document is a contractual agreement made between Darin Eastburn (referred to here as Photographer) of Darin Eastburn Photography and

Name

First

Last

Mailing Address

Street Address

Address Line 2

City

State

Zip code

Email

Phone

Billing Address

Same as above

Street Address

Address Line 2

City

State

Zip code

Agreement Terms

PORTRAIT SESSION: Session fee is \$150 for up to 4 people, \$25 for each additional person. A \$50 deposit will reserve your session. The remaining balance of the session fee is due at the time of the session. Sessions take place at the client's home or at an outside location of client's choosing. We will be happy to suggest favorite parks with beautiful scenery and lighting.

The session fee includes the photographer's time, talent, professional editing of the images, and preparation of the proofs for online viewing. The session fee does not include prints or other products.

I agree

25-35 images from the session will be selected and professionally edited by the photographer and will be available for viewing in a private online gallery. The proofs are for online viewing only and cannot be downloaded or printed.

I agree

PRINT ORDERS: Prints are ordered a-la carte or as part of a collection. Images are from a high quality professional photographic lab to preserve the correct color and perfect tones. Payment is due in full before the prints are ordered by photographer. Photo for web viewing are re-sized to a non-printable resolution. All prints of the pictures produced during the session must be ordered by the photographer.

I agree

Absolutely no photography other than Photographer's is allowed at the session, unless allowed by the photographer. This includes, but not limited to phone cameras, point and shoot cameras, SLRs, video recording, etc.

I agree

COPYRIGHT: All images are copyrighted to and remain the property of Photographer. All images are protected by copyright laws and regulations.

CLIENT'S USAGE: Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions by parties other than Photographer. Images for social network sharing may not be printed and all watermarks must remain unaltered.

I agree

MODEL RELEASE: Client grants to Photographer and his legal representatives and assigns the irrevocable and unrestricted right to use for his portfolio and publish photographs of Client, Client's child or children. Client may be included for editorial, trade, advertising and other purposes, and in any other manner and medium. Client hereby releases Photographer from all claims and liability relating to said photographs.

I agree

Force Majeure: Darin Eastburn Photography takes the utmost care with respect to the exposure, retouching, and transportation of digital captures, proofs and prints. However, in the unlikely event that all the originals are lost, stolen, damaged or destroyed within or beyond Photographer's control, Photographer's liability is limited to the refund of all payments received, or a reshoot can be scheduled at no additional cost. If the Photographer or its assigns cannot perform this Agreement due to causes beyond the control of the parties, then the Photographer shall return any moneys paid by the Client, less retainer fee and expenses, but shall have no further liability with respect to the Agreement.

I agree

I assume all risk and responsibilities of participating in this photograph session. I release Darin Eastburn and Darin Eastburn Photography of any liability of personal injury that may occur during our photograph session. I knowingly and fully accept all risks associated with this activity. If participant is a minor this must be completed by parent or guardian.

I agree

I agree, Parent/Guardian acting on behalf of minor

Number of individuals to be photographed

Ages of individuals to be photographed

Any special requests for the photographer

CLIENT AGREEMENT: This agreement contains the entire understanding between photographer and client. The only way to add or change this agreement is to do so in writing, signed by each individual. If the parties want to waive one provision of this agreement, it does not mean that any other provision is also waived.

I agree

Client Signature

Date

Darin Eastburn - Photographer

Date