



# Adrienne Butzer Photography

## P O R T R A I T C O N T R A C T

Client \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

**The photographer's sitting fee is to be paid in full before the portrait sitting begins. (A \$100.00 non-refundable deposit is required to reserve the date: Deposits will be deducted from sitting fee.) I agree to the portrait package descriptions, package prices and photographers' rates, and I have read and agree to the terms of this contract**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Type of Event \_\_\_\_\_  
(Senior Portraits, Family Portraits, Anniversary Party, etc.)

## Terms & Conditions

**Prices reflect actual costs not. All expenses are included. Each portrait session (family portraits, senior portraits, etc.) requires a \$100.00 deposit due upon signature of this contract.**

### **Adrienne Butzer Photography Charges a \$195.00 sitting fee, due upon arrival**

This provides you with one photographer, for **one hour**, who will shoot at a location of your choice. Sitting that last over one hour will be subject to an additional fee (pro-rated).

If your selected location is **outside the Portland limits, then a \$.055 per mile fee will be applied** to you invoice. It can take up to 3 weeks to provide the initial proofs. Once you have selected the images and/or package(s) that you would like to purchase, you will be supplied with an invoice. **A 50% deposit must be paid when you order your prints.** It can take up to 3 weeks to receive the final prints. Prints can be picked up or shipped at the purchaser's expense.

(Without a deposit all prices are subject to change at any time for any reason. With a deposit prices are guaranteed for up to three months after the sitting date.)

(Without a deposit all prices are subject to change at any time for any reason. With a deposit prices are guaranteed for up to six months after the event date.)

- I. **Deposit and Payment:** The client shall make a \$100.00 non-refundable deposit to retain the photographer(s) to perform services specified herein. The non-refundable deposit shall be applied to reduce the total cost and client shall pay the balance before the day of services.
- II. **Cancellations:** If the client shall cancel this agreement, all deposits paid to the photographer(s) shall be forfeited. The deposit is non-refundable and is used for preliminary costs associated with specific event expenses.
- III. **Exclusive Photographer:** The Photographer shall be the exclusive photographer retained by the client for the purpose of photographing the wedding. Family and friends of the client shall be permitted to photograph the wedding as long as they shall not interfere with the Photographer's duties.
- IV. **Copyright and Reproduction:** The photographer(s) shall retain all copyrights associated with all images created and shall have the exclusive right to make reproductions. The photographer(s) shall only make reproductions for the client or for the photographer(s) portfolio (including all but not limited to samples, self-promotions, entries into photographic contests and/or art exhibitions).
- V. **Client's Usage:** The client obtains prints for personal use only, and shall not sell said prints.

- VI. **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 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.
- VII. **Photographer:** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or of scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
- VIII. **Inherent Qualities.** Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
- IX. **Photographer's Standard Price List:** The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
- X. **Arbitration:** All disputes arising under this Agreement shall be submitted to binding arbitration. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$125.00
- XI. **Miscellaneous:** This Agreement incorporates the entire understanding of the parties. Any modifications of this agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This agreement shall be governed by the laws of the State of Oregon.