

PhotoLyric

Imagery

Photography Agreement for Senior Portraits

Name of Subject_____

- Upon signature, PhotoLyric Imagery shall reserve the time and date agreed upon. **A non-refundable session fee in the amount of \$100 is required for each session**, unless otherwise stated in writing. The session fee covers charges for the session as well as initial edits to proof images for display online. This session fee may be paid at the time of your photo session. However, the date of your session is not reserved until session fee has been paid in full.
- No part of any order, including previews, will be delivered until the session fee is paid in full.
- If, in the opinion of the photographer, inclement weather or other adverse conditions prevent the creation of a portrait meeting the artistic standards of PhotoLyric Imagery, the photographer may elect to use an alternate location or to reschedule the portrait session, at no cost to the client.
- The charges implied in this Contract are based on the 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.
- If PhotoLyric Imagery cannot perform this Contract due to fire or other casualty, act of nature, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, or otherwise lost or damaged without fault on the part of the Photographer. PhotoLyric Imagery shall not be liable for any amount in excess of the retail value of the Client's order.
- PhotoLyric Imagery reserves the right to use images created under this contract for advertising, display, publication or other purposes.
- **Notice of Copyright:** It is illegal to copy or reproduce these photographs elsewhere without permission of PhotoLyric Imagery. Digital files and previews remain the exclusive property of PhotoLyric Imagery, unless otherwise written with the purchase of copyright release.
- Reasonable requests for particular photographs will be given every effort to achieve. Please note that some venues and/or officials place limitations and restrictions on photography. It is the responsibility of the client to notify the photographer of such restrictions and/or to gain permissions for requested images outside of the venue's standard restrictions. PhotoLyric Imagery will not be held responsible for the results of such limitations (i.e. no flash photography).
- Any modifications of this Contract must be in writing and signed by both parties.
- The Client signing this contract warrants that he or she has actual authority to agree to the use of the likeness of all persons included in the portrait in this manner and shall indemnify and defend PhotoLyric Imagery in the event of litigation arising out of such use (i.e. group photos).

The terms of this agreement are accepted by:

Subject_____

Date_____

Parent_____

Date_____

(if subject is under the age of 18)

Photographer_____

Date_____