**Mat Taylor Photography**

**Portrait Session Contract**

111 Succotash Rd. Ashford WA 98304 | 253-389-0118

Session Date:

Client Name:

Client Address:

Client Phone Number:

Package type:

A. Retainer and Session Fees

Client agrees to pay photographer a retainer of $25 at the time of booking to secure their appointment date and time. This is a non-refundable deposit fee that goes toward your session. A remaining balance is due at the time of the session. The fees cover the time planning and talent of photographer, as well as basic retouching and creative editing of images, as determined by the photographer.

Additional editing is available at additional expenses, to be determined by photographer. Prints or digital images will be available for additional costs.

B. Location Costs & Fees

If there are any costs/fees associated with the location the client has chosen for their session, you, the client, will be responsible for those fees. The photographer will not guarantee or arrange payment on any location. Creative fee covers travel within 30 minutes of Ashford, WA. Any location outside of these limits will be subject to an additional charge of $.55/mile as part of the agreement.

C. Rescheduling

If an illness or situation prevents a photo session from taking place, client may reschedule their session at least 24 hours prior to their shoot without penalty. Should client fail to give 24 hours notice, or decide to completely cancel the shoot, the retainer is forfeited and will not be refunded. Photographer reserves the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control and will also be held to the 24-hour notice window. Without proper notice on the photographers behalf, the client may receive a refund if they choose not to reschedule.

D. Re-shoots / Refunds

Re-shoots are determined at the discretion of the photographer. Re-shoots and refunds will not be given for poor choices of clothing, make-up, hair or weather related issues, or by not following the recommendations of the photographer.

E. Archive

After six (6) months, all images will be purged from photographer’s hard-drive, except as needed for promotional purposes, to be determined by photographer at photographer’s sole discretion. Photographer is not responsible for loss or damage to the digital files due to circumstances beyond photographer’s control.

F. Payment

All payments are due in full unless payment arrangements have been made. Orders will not be processed until payment in full is received. If client has arranged a payment plan, order will be placed after the final payment has been received.

G. Damage

Photographer is not responsible for the damage of portraits after delivery to client, including damage caused during transit by US mail. Client assumes all responsibility for the safety of all portraits upon receipt.

H. Model Release

I hereby give to Mat Taylor Photography the absolute and irrevocable right and permission with respect to the photographs that he/she has taken of myself and/or my minor child in which he/she may be included with others:

a) To copyright the same in the photographer’s name or any other name that he/she may select;

b) To use, re-use, publish and re-publish the same in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising and trade, and;

I hereby release and discharge photographer from all and any claims and demands ensuing from or in connection with the use of the photographs, including any and all claims for libel and invasion of privacy.

I. Liability

Photographer is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and for themselves and release photographer from any claims against their person or their business.

J. Copyright & Penalty

Mat Taylor Photography retains all copyrights to all images created during client’s session. A print release may be purchased with digital files to print portraits for personal use up to designated size listed on print release. The print release does not allow publication of your portraits (i.e. entering in contests), selling or altering of your images without the photographer’s written permission. It is illegal to copy, scan, download, print, share, alter, or otherwise steal any image created by Mat Taylor Photography during client’s photo session. This applies to "sneak peek" images, images posted in an online proofing gallery, blog, Facebook, or hard copy images. If client steals images via any method listed above, or any other method, client will be invoiced for the cost of EACH digital image client has stolen, at photographer’s current price per digital file.

Credit must be given to Mat Taylor Photography for all photos used on social media, the web or on personal documents. The credit should be given as a link to the Mat Taylor Photography facebook page (<https://www.facebook.com/Mattaylorphotographer>) Instagram page (@mat\_taylor\_photography) or website ([www.mattaylorphotography.com](http://www.mattaylorphotography.com/))

Digital files do not give you the right to use images commercially. Contact Mat Taylor directly for written permission and how the images may be used

Note from photographer: I work very hard to create images that reflect you and your family, while keeping in line with my artistic vision and creativity. I ask that you simply link back to my blog/website/facebook page instead of right-clicking, saving, and sharing the image via your own page. I hope that you will respect not only my hard work, but the time, money, and dedication that I have put into training and equipment to capture these images for you.

K. Session Requests

\*No cameras/camcorders/any type of recording device (this includes cell phone cameras) are allowed during the session unless prior arrangement has been made between client and photographer, including a written agreement. The photographer will not continue if there are other cameras or video taping during the session.

\*Session starts at the agreed upon time. It is strongly encouraged that client arrives 15 minutes prior to the start of session. This allows for any last-minute feeding, changing, and relaxing before session begins.

\*Please do not bring any children not being photographed to the session.

\*Please make sure hair is combed and face is clean and free of runny noses or eyes.

\*Please avoid eating or drinking red or orange food or drinks before session, as red and orange tend to leave a stain on the face.

L. Please choose one or more options regarding the model release:

Facebook

Instagram

Email (digital copies only)

\* I have read and understand the terms of this portrait contract with Mat Taylor Photography

Signature of Client(s)\*