

Portrait Session Contract



1. This agreement constitutes an order for your portraiture services, including the taking of portrait photos as agreed to both parties: Cascade Photography, LLC and contracting party (you). Unless otherwise specified, it is understood that any and all rights to proofs, final or sample prints, thereof shall remain property of Cascade Photography, LLC and may be used for advertising, display or any other purpose thought proper by Cascade Photography, LLC.
2. If your photographer cannot perform this agreement in whole or in part due to a fire, or other casualty, acts of God or nature or terror or other cause beyond the control of the parties due to further liability with respect to the this agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in mail, or other wise lost or damaged with fault on the part of photographer. Client(s) agree that an entire session cannot be replicated, reenacted or repeated for the purpose of a re-shoot and limits Cascade Photography, LLC's liability to the amount paid under this contract.
3. In the event of an extenuating circumstance on Cascade Photography, LLC's part, Cascade Photography, LLC will find and hire an alternative photographer or reimburse the full amount paid to the customer, including the deposit or will re-schedule for a different time. Cascade Photography, LLC will not be held liable for services not rendered. To receive refund, Cascade Photography, LLC must have a 2-week notice from the scheduled session.
4. On signing of this agreement by both parties hereto, Cascade Photography, LLC will reserve the time agreed upon and will not make another reservation for the specific time frame.
5. A Cascade Photography, LLC photographer is the only photographer to perform the photographic services requested on this contract. No other photographer is allowed to take photos at the session and no other cameras are allowed at the session.
6. The amount agreed upon covers the photographer's time, talent, proofing and editing. It also cannot be changed or altered by any means.
7. A non-refundable session booking fee of \$200 is due at the time of booking your session. This guarantees the time and date allotted for you. Should payment not be received in this time frame, Cascade Photography, LLC reserves the right to offer the date and time to another client.
8. Cascade Photography's price list is adjusted periodically and future orders will be charged at current pricing available at that time.
9. Cascade Photography will choose the best images from your session.
10. Your finished images will be displayed in a password-protected online gallery within 3 weeks of your session date. The online gallery will be available for 60-days only. If you wish to order prints, then ordering should be completed in that time frame. If you would like to re-publish your gallery, there is a \$20 fee. Digital files with a print release are only included with a Collection purchase, and are not included with your session fee. Digital files are also available for purchase, a la carte.
11. Please allow up to and additional 2 to 3 weeks for delivery of your prints, and 3 to 4 weeks for all albums and canvases (if ordered).
12. Please allow up to an additional 1 week for delivery of your print-release USB drive (if ordered.)

CASCADE PHOTOGRAPHY, LLC

Portland, Oregon

t: 503.309.1422 e: info@cascadephotographynw.com www.cascadephotographynw.com

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13. If a cancellation occurs, then only the session fee deposit will be refunded to the client. If, in the opinion of the photographer, weather or other adverse conditions prevent creation of a portrait meeting the artistic standards of the photographer, photographer may elect to use an alternate location or to reschedule the portrait session.

14. IMPORTANT NOTICE REGARDING COPYRIGHT

It is illegal to copy or reproduce these photographs elsewhere without Cascade Photography, LLC's permission, and violators of this Federal Law will be subject to its civil and criminal penalties. All photographs, both on Cascade Photography, LLC's website, blog or social media pages, including all potential proofs and purchased prints, are copyrighted; reproduction of any image by any means, including copying, re-printing, screen captures, and other means of print reproduction are strictly prohibited and are a violation of copyright law. Additionally, it is ILLEGAL to post any of Cascade Photography, LLC's work on the Internet, blogs and social networking sites without the express permission of the photographer. The only exception to this is if you have purchased the print release USB/CD.

THANK YOU!

Questions may be emailed to:

info@cascadephotographynw.com

CASCADE PHOTOGRAPHY, LLC

Portland, Oregon

t: 503.309.1422

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