



## Photography Contract

Client Name:		
Address:		
City:	State:	Zip:
Daytime Phone:	Cell Phone:	Email:
Appointment Date:	Time:	Location:
Persons to be Photographed (Please indicate minors by listing name and age):		
Animals and Property to be Photographed:		
Additional Comments/Special Requests:		

### TERMS AND CONDITIONS

- It is understood that **Howland Photography**/(Ken Howland) is the exclusive official photographer retained to perform the photographic services requested on this contract.
- Upon signature, **Howland Photography** shall reserve the time and date agreed upon. Unless **Howland Photography** is able to fully replace the cancelled reservation, all session fees and retainers are non-refundable, even if the photography session is rescheduled or canceled for any reason other than inclement weather.

- If, in the opinion of the photographer, inclement weather or other adverse conditions prevent the creation of a photographic session meeting the artistic standards of **Howland Photography**, Ken Howland may elect to use an alternate location or to reschedule the photography shoot.
- **Howland Photography** reserves the right to use images created under this contract for advertising, display, publication or other purposes. 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 **Howland Photography** in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of **Howland Photography**.
- **Howland Photography**(Ken Howland) may substitute another photographer to take photographs in the event of Ken Howland's illness or of scheduling conflicts. In the event of such substitution, **Howland Photography**(Ken Howland) warrants that the photographer taking the photographs shall be a competent professional.
- If **Howland Photography**(Ken Howland) cannot perform this Contract due to fire or other casualty, strike, act of god, or other cause beyond the control of the parties, or due to Ken Howland's illness or emergency, then Ken Howland shall return any deposit or session fee 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 or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Ken Howland. In the event that **Howland Photography**(Ken Howland) fails to perform for any other reason, **Howland Photography** shall not be liable for any amount in excess of all monies paid.
- Client is aware that color dyes in photography may fade or discolor over time due to inherent qualities of dyes, and Client releases Ken Howland from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
- The charges in this Contract are based on **Howland Photography's**(Ken Howland'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.
- **NOTICE OF COPYRIGHT:** It is **ILLEGAL** to copy or reproduce these photographs elsewhere without **Howland Photography's**(Ken Howland's) permission, and violators of this Federal Law will be subject to its civil and criminal penalties.
- This Contract incorporates the entire understanding of the parties and is governed by the laws of Connecticut. Any modifications of this Contract must be in writing and signed by both parties.

I have read and understand this agreement, including the terms and conditions, and agree to be bound by them:

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Client Signature

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Date

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Photographer Signature

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Date