



Rebecca Cinclair
PHOTOGRAPHY

175 HASTINGS ROAD | ASHBURNHAM, MA 01430 | PHONE 978-827-6868 | FAX 978-827-6865 | WWW.REBECCACINCLAIR.COM | REBECCA@REBECCACINCLAIR.COM

PORTRAIT AGREEMENT

This document is a contractual agreement made between:

Rebecca Cinclair (referred to hereafter as “Photographer”)

175 Hastings Road

Ashburnham, MA 01430

Tel: 978-827-6868

Fax: 978-827-6865

Email: rebecca@rebeccacinclair.com

And

Full Name: _____ (referred to hereafter as “Client”)

Street Address: _____

City/State /Zip: _____

Tel: _____

Fax: _____

Email: _____

AGREEMENT TERMS

PORTRAIT SESSION: Client is guaranteed up to one hour of shoot time for a portrait of one individual. Portraits with two or more individuals may require additional time and the aid of an assistant. Additional fees will be listed in the “YOUR FEES” section of this contract.

SESSION PROOFS: Client will receive a proof book within 2 to 4 weeks of their portrait session. Photographer retains the right to edit the photographs and omit any image.

CANCELLATION/POSTPONEMENT: Client understands that by entering into this agreement, Photographer is foregoing other photographic jobs. In the event of a cancellation or postponement of the portrait session/agreement by Client, the deposits paid are non-refundable. Deposits are transferable if a date change is necessary. Forty-eight hours notice of postponements or cancellations is appreciated.



WEATHER: If it is not possible for a session to take place on a scheduled day due to weather, Photographer and Client will reschedule on an agreed date at the earliest date possible, with no additional charge.

COOPERATION/NO SHOWS: Photographer is not responsible if Client and/or key individuals fail to appear or cooperate during portrait sessions, or for missed images due to details not revealed to Photographer. If Client and/or key individuals fail to appear to a scheduled portrait session, the 50% deposit is non-refundable. The session can be rescheduled at the original portrait session fee, including an additional 50% deposit.

RESHOOTS: In the unlikely event that Client is completely dissatisfied with the final results based solely on personal preference, Photographer will reshoot at a 25% discount from the original session fee. Client is then able to order prints from the second portrait session only. In the unlikely event that the finished product from a portrait session is unusable due to technical problems, (camera failure or exposure problems), Photographer will reshoot at no additional charge.

COPYRIGHT: All images are copyrighted to and remain the property of Rebecca Cinclair.

CLIENT'S USAGE: Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions by parties other than Photographer. Prints for publication (such as editorial, public relations or advertising use) require prior written consent from Photographer. A credit line which reads "Rebecca Cinclair" in type no smaller than that of the related text must appear adjacent to or within all permitted published photographs.

MODEL RELEASE: Client grants to Photographer and her legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of Client, Client's child or children, or in which Client may be included for editorial, trade, advertising and other purposes, and in any other manner and medium; to alter the same without restriction; and to copyright the same. Client hereby releases Photographer and her legal representatives and assigns from all claims and liability relating to said photographs.

EXHIBITION: Client grants Photographer permission to display selected images resulting from this assignment as an example of Photographer's work and for entrance into photographic competitions and releases all claims to profits that may arise from use of images.



LIMIT OF LIABILITY: We take the utmost care with respect to the exposure, retouching, and transportation of digital captures, proofs and prints. However, in the unlikely event that all the originals are lost, stolen, damaged or destroyed within or beyond Photographer's control, Photographer's liability is limited to the refund of all payments received, or a reshoot can be scheduled at no additional cost. The limit of liability for partial loss or damage of originals shall be a prorated amount of the total amount, based on the percentage of originals lost or damaged. In the unlikely event that Photographer is injured or becomes too ill to attend the portrait session, Photographer will make every effort to reschedule to the earliest possible date. If the situation should occur, and the portrait session must take place on the scheduled date, Photographer will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received.

PRINT LIFE: Client is aware that color dyes and inks in prints may fade or discolor over time due to the inherent qualities of dyes and inks, and Client releases Photographer from any liability for claims whatsoever based upon the fading or discoloration due to the inherent qualities.

CHANGES TO THIS AGREEMENT: There may be additional charges if changes are made to this agreement. Client may increase the period of Photographer's service on the portrait date, provided Photographer is available during the time requested. Added expenses resulting from such change, including additional service cost, digital capture costs, and change-related fees will be added on to the final balance and will be paid in full by Client prior to delivery of the proof book. Client may not decrease the period of Photographer's service on the portrait date. If the period of Photographer's service is cut short by reason of fire, casualty, death, act of God or other cause beyond the control of the parties, Photographer shall still receive the total fees outlined above.



PORTRAIT FEES: Portrait fees include an initial telephone or in-person consultation with Photographer, a one-hour portrait session (more time may be required for groups), and a proof book containing the photographs from our session. Shipping of the proof book and photographer's travel to and from shoot location within Central Massachusetts are also included. Additional travel fees are required for shoot locations outside of Central Massachusetts.

Portrait fees are determined in advance based on the number of individuals to be photographed and the location of the photo shoot. A deposit of 50% of the portrait fee and a signed copy of this agreement are required to reserve a portrait session date. The remaining balance of the portrait fee is due on the day of Client's portrait session, and is payable before shooting begins. All portrait fees are subject to Massachusetts 5% sales tax.

Portrait of...	Fee	Travel Rates Added to Portrait Fee	
One individual	\$200	Eastern and Western MA	Add \$75
Two to four people	\$250	Cape Cod and the Islands	Add \$125
Five to nine people	\$300	New England States	Please call
Group of ten or more	Please call		
Additional same day/same location portraits	\$50 each		

PRINT FEES: Prints are ordered individually. All prints include standard retouching and shipping through the U.S. Postal Service. Prints generally ship via Priority Mail two to four weeks after Client's print order has been paid in full. Rush printing and shipping can reduce delivery times by one to two weeks. A 50% rush fee is applied to the cost of each rush print. All print fees are subject to Massachusetts 5% sales tax.

Standard Print Fees		Rush Print Fees		Retouching Rates Added to Print Fee	
Wallets	\$25 for 8	Wallets	\$38 for 8	Complex retouching	\$35 per pose
4" x 6"	\$8 each	4" x 6"	\$12 each	Rush complex retouching	\$50 per pose
5" x 7"	\$12 each	5" x 7"	\$18 each	Tonal conversions	\$3 per pose
8" x 10"	\$20 each	8" x 10"	\$30 each	Low-Resolution Digital File Fee	
11" x 14"	\$40 each	11" x 14"	\$60 each	Emailed or burned to CD	\$20 per image
16" x 20"	\$70 each	16" x 20"	\$105 each	Rush emailed or CD	\$30 per image



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RETOUCHING, CONVERSIONS AND DIGITAL FILES: Standard retouching includes light blemish and stray hair removal. Complex retouching includes such changes as the removal of scars or heavy blemishes. Tonal conversions include converting color images to black-and-white or sepia tone (for an antique look) and black-and-white images to sepia tone. Low-resolution digital image files are provided in jpeg format at 640 x 480 resolution for \$20 per image.

YOUR FEES:

Portrait Fee	\$	Portrait Date:	
Travel Fee	\$	Portrait Time:	
Assistant Fee	\$	Portrait Location:	
Subtotal	\$	Individuals to be Photographed:	
MA 5% Sales Tax	\$		
Total Portrait Fee	\$		
50% Deposit	\$	Cash or checks are accepted. All checks or money orders should be made out to Rebecca Cinclair Photography.	
Remaining Balance	\$	Returned check fee: \$50.	

ENTIRE AGREEMENT: This agreement contains the entire understanding between Photographer and Client. It supersedes all prior agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, it does not mean that any other provision is also waived. This constitutes an order for one portrait session with Rebecca Cinclair.

Photographer

Client

Date

Date