

Portrait Agreement

Client/Parent Name: _____ Session Date: _____

Thank you for selecting Walsh Photographic Design for your photography services. This agreement includes our business terms, model releases and also answers frequently asked questions.

The Creative Fee

The creative fee pays for the time and talent of the photography team and varies according to the time, location and complexity of the session. It does not include any finished portraits or files (except when included as part of a gift or charity certificate or other offer). The creative fee is due at the time the session is scheduled and holds and confirms your appointment time on our calendar. The studio may cancel a session if payment has not been received one week before the scheduled session.

Your creative fee provides you the following services:

- A pre-session consultation to plan your session
- Photography services to complete the session as planned
- Image editing, file preparation and presentation of one View and Order appointment.

Consultation

The consultation is where we sit back, relax and talk about what we can do to tell your story. We want to know as much as possible about you, your kids, your family, your house, your style – everything! At your consultation we will talk about clothing choices, locations, and scheduling. We would love to see images of your home so we can talk about wall spaces and plan something that fits you! When your session day arrives, we'll have a plan so everything goes smoothly – which means less stress for you.

In order to be completely prepared for each session, clients who are unable to schedule a consultation agree to complete a phone consultation before their session.

Cancellation Policy

- All session fees and/or reservation deposits are fully refundable with 14 days notice. Cancellations with less than 14 days notice are non-refundable, but may be rescheduled for a period of one year.
- A session may be rescheduled if cancelled due to illness or personal emergency.
- Sessions cancelled due to inclement weather may be rescheduled at no additional charge, subject to our availability. In the event rescheduling is not possible, a refund will be given.
- "No show" appointments must reschedule their sessions and pay a new fee.

Rescheduling Due To Illness

If the subject of a portrait session is sick on the day of the session please call immediately to reschedule. We understand that you (or your child) can't help being sick!

Your Session

Please bring only the subjects being photographed to the session. This is especially important with children, as we will need your child's undivided attention. Of course, parents are welcome!

No cameras or recording devices of any kind, including cell phone cameras, are permitted during our sessions. Please share this request with anyone attending your session.

High School Senior subjects are welcome to bring parents, siblings or a friend to their session.

Your session will begin promptly at the agreed upon time. Please be ready to begin at this time.

Image Selection

While we capture many images during your session, you will view only those images selected by the artist for previewing. Each image is carefully rendered to insure maximum artistry and technical perfection. Images with eyes closed, heads turned, duplicates, etc. will not be shown and are permanently removed from our archives after the artist rendering is complete.

Your View & Order Presentation

The View & Order appointment is your order appointment – and it's a lot of fun! This is the time when you will select your favorite images and decide on portrait sizes, collections, albums etc. We will be there to help you make choices, select sizes, and design collections, so please be sure all decision makers are present. No proofs will be provided.

Special collection discounts are only available at your original View & Order appointment. One View & Order appointment is included in your session fee. Additional appointments are \$100.

We want you to have a chance to relax and concentrate on the amazing images we have created for you, so please do not bring children under 12...or we can schedule your appointment while your children are in school. Please allow at least 90 minutes for your appointment.

Placing Your Order and Payments

Your order payment is due at the View & Order appointment. You may pay in full or arrange a payment & delivery schedule that suits your needs.

Due to the custom nature of our products, orders are considered final when they are placed. However, if you feel you must make changes to your order, please do so within 2 days of your View and Order appointment. After 2 days, processing has begun, frames have been ordered and the order cannot be changed.

We accept cash, personal check, or credit cards. Current prices are valid for any order placed within 30 days of the session date. No part of any order will be delivered until the order is paid in full.

Our Wall Portrait Guarantee

We guarantee that your wall portraits will be the right size. If you choose a wall portrait and after you've had it hanging awhile you feel it is either too big or too small, we will exchange it for the size you desire – no questions asked! You only pay the difference for a larger size, or we refund the difference if you downsize.

Online Ordering for Out of Town Clients

In the event that you cannot attend a View & Order appointment at the studio, you agree to schedule an online View & Order appointment, using online meeting software. View & Order appointments are scheduled during our normal business hours and take approximately 60 minutes. You will need to be at a computer with an internet connection. A \$500 deposit, applied to your order, is required for this additional service.

Order Production and Delivery

Please allow 6-8 weeks for your order to be completed. Special orders may take longer. You will be notified by telephone or e-mail when your portraits are ready. Depending on your order, we will schedule either a Framing Appointment or a Delivery Appointment. If you prefer, we can ship your order to you from the local packaging store. Please leave a credit card on file to cover shipping, packaging and handling charges. Your card will be charged at time of shipment.

Digital Files and Social Media Images

To make it easy for you to share your images with friends and family, we provide social media sized digital files based on the size of your order. These files are suitable for use in email, websites, on social media sites or for small reproductions such as note or holiday cards.

Image Archiving and Reorders

Ordered images are kept on file for a period of 1 year. Images you do not order will be deleted after 30 days. Re-orders may be placed throughout the year the images are on file. There is a minimum print reorder amount of \$250, so it is best to place all reorders at one time.

Artwork and Facial Retouching

Normal Artwork - Every Signature, Canvas, or Artisan Print includes facial retouching of the eyes, skin, blemishes, and general blending or softening. If the client has specific requests, they must be noted at the time of order, otherwise the client agrees to accept our artwork as delivered.

Custom Artwork - Additional artwork requests such as changing backgrounds, adding or removing people or objects, changing clothing colors, removal of braces, glass glare, tattoos or jewelry are not considered normal artwork and additional art charges of \$65/hour will apply.

Client Approval Prints - As a courtesy to our clients, the studio will provide an approval print of any portrait 16"x20" or larger. If desired, the client may inspect this print and make notations of any changes prior to final printing. Clients who elect not to have an approval print agree to accept our artwork as final.

Custom Artwork and Design

Custom designs, layouts and albums will be "proofed" prior to final submission for printing. You will be provided one no-charge revision (including up to 3 changes) within a given layout. All requests for changes must be made at the same time, as only one additional proof will be created. Design proofing of layout and font selection may be completed by email or studio visit. Any adjustments or changes to color must be done in person at the studio. Subsequent requests for revisions or graphic changes will be billed at \$65/hour.

Logo and Signature

I understand that the Walsh Photographic Design logo and copyright may appear on all images.

Professional Liability

Walsh Photographic Design takes the utmost care with respect to exposure, retouching and archiving of images. In the unlikely event that we are unable to complete your session due to a data loss, camera equipment malfunction, a photographer illness or other unforeseen circumstance, you agree that studio liability will be limited to a refund of all session fees, or a new session can be scheduled at no additional cost to you.

Copyright Law

The original works that Walsh Photographic Design creates for you are copyrighted and the rights to reproduction remain with the studio. The sale of copyrighted work does not include the sale of rights of reproduction in any form, unless specifically granted in writing by Dennis Walsh, Photographer, Inc., his authorized agent or family. Violations include, but are not limited to, making illegal copies, scanning, printing from home or downloading from a website.

Clients who purchase or receive digital files will receive a release authorizing use of these files.

Please understand, we wish to maintain the highest levels of quality control over the printing, finishing and presentation of our images. Any reproduction outside of our control may lower the quality of the image and damage our reputation for providing superior photographic reproductions and portraits.

Our Guarantee

Our goal is to exceed your expectations in every way! Be thrilled with our work or we will re-shoot, re-print or refund. If things don't go as well as we or you would like, we will do whatever is necessary to make things right, or will refund your money. Your satisfaction is our highest priority.

Model, Communication and Liability Releases

Please initial each item below, then sign at the bottom of the page.

Model Release/Usage

_____ Walsh Photographic Design has my permission to exhibit or produce any image(s) of me or my family created during my commissioned session for display, advertising, exhibits, print competition, as well as for posting on web and social media sites. Note: If not initialed we cannot provide digital files in any form.

Client Communication Authorization

_____ I understand that Walsh Photographic Design will use email to communicate with me before, during and after our sessions. I authorize Walsh Photographic Design to contact me via email for all forms of client communication. I also agree to complete the opt-in email sent from the studio to give my consent to email communication.

Liability Release

My involvement and/or participation in a portrait session is voluntary, and I am acting under my own free will. There is the potential risk of bodily harm, injury, emotional stress, or death as a result of my participation. The risks arise from hiking, standing in potentially precarious locations, tripping or falling in-studio, injuries with large studio equipment and any other potential risks not limited to this list. There is the potential for risks and dangers that may not be obvious or reasonably foreseeable at this time. I do not have any medical ailments, physical limitations, or mental disabilities that will affect my ability to participate in a photography session. Dennis Walsh, Randy Anderson, Dennis Walsh, Photographer Inc., dba as Walsh Photographic Design and it's employees/contract workers, spouses and next of kin (hereafter called Releasees) undertakes no direct legal or financial responsibility for my personal safety or well being when I am participating in a photographic session. I assume the risks, including, but not limited to, those outlined in this agreement. I forever release Dennis Walsh, Dennis Walsh, Photographer, Inc., Randy Anderson, all related participants and releasees from any and all claims and causes of action that I or my representatives now have or may have in the future for personal injury, property damage or wrongful death occurring to me, arising out of participation in a photography session. I am 100% liable for all medical expenses incurred as a result of any injury or property damage during my participation in a photography session. In the event that any one or more of the provisions of this agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law according to the jurisdiction of the state of Utah, the remaining portions will not be invalidated, and shall remain in full force and effect. I/we agree not to sue any Releasee, and I/we release and agree to indemnify Releasees from and for all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands thereafter on account of injury to the person or property or death of undersigned whether caused by the negligence of the Releasees or otherwise. I/we agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State where these activities are conducted, and if any part thereof is held invalid, it is agreed that the balance shall continue in full force and effect. I/we have read and voluntarily signed this agreement and further agree that no oral representations, statements or inducements apart from the foregoing written agreements have been made.

If under the age of 18, I will need a parent or legal guardian's signature.

Acknowledgment *(please sign)*

I have received a copy of the client agreement and have read the releases. I agree to all written material and releases provided.

Name: _____

Signed: _____ Date: _____

Email (required): _____ Phone: _____