

PHOTOGRAPHIC AGREEMENT/RELEASE FORM

Client-_____ Today's date-_____

Names, ages and/or # of subjects to be photographed_____

Desired portrait sizes-_____

Location or nearest Beach-_____

Time-_____ am/pm Date of session-_____ Day of the week-_____

Other information-_____

Special Needs_____

Reason for session-_____

Where have you seen our work or were referred by-_____

Creation/Reservation Fee-\$_____ Down payment on order \$_____ Extra credit_____

Please make checks payable to ***Portraits In The Sand***.

The Client contracts for the services of Portraits In The Sand for the date and time specified. The Client agrees to pay a good faith non-refundable reservation fee as specified. In the event of a postponement or cancellation of the event, session, or contract, the fees paid are not refundable. Portraits In The Sand agrees to show images of the subjects as specified and to make available to the client prints for purchase. Prices for prints are set according to the current Portraits In The Sand price list and are not included in this contract. All images will remain the exclusive copyright-protected property of Portraits In The Sand. In the rare unforeseeable event that these materials are destroyed, lost, or damaged in this period, Portraits In The Sand agrees to re-photograph, within reason, any simulated situation. The utmost care is taken with respect to exposure, development, and delivery of photographs. However, In the event Portraits In The Sand is unable to provide the photographs and/or services described in this contract, or comply with the terms of this contract, Portraits In The Sand is liable to the Client only for the amount paid by Client for the creation fee. The Client agrees to indemnify (pay damages) and defend (legally represent the photographer) against any and all claims based on their use of the images created. The Client is also responsible for any injuries, incidents, or accidents that may occur during the session. For any disputes or claims arising from this agreement, venue and jurisdiction shall be in Sussex County, Delaware. It is understood that Portraits In The Sand is the exclusive Photographer(s) retained to perform the photographic services requested on this contract. No other cameras are allowed during the session or the prices double. No part of any order will be produced or delivered until payment is received in full. Each photo will be signed and/or logo stamped by PortraitsInTheSand.com.

NOTICE OF COPYRIGHT: It is illegal to copy, scan, or reproduce these photographs elsewhere without Portraits In The Sand's written permission, and violators of this Federal Law will be subject to its civil and criminal penalties. This service or product is specifically NOT work for hire. I also agree to give photo credit "photography by www.PortraitsInTheSand.com", wherever these photos are used (newspapers, magazines, websites, advertisements, etc). This usage is subject to a separate licensing agreement.

The Client gives Portraits In The Sand and those acting under his permission, the irrevocable right and permission in perpetuity, to copyright, use, and reuse their images, quotes, letters, testimonials, images of persons and property, reproductions, manipulations, form and/or likenesses in any and all media for display, publication, promotion, advertising, trade, distribution, exhibition, websites or any other purpose whatsoever, without compensation, and owns all rights to these images. I agree that Portraits In The Sand may make use of all or any part of the photographs, and may alter or modify them, regardless of whether or not the Subject is recognizable. I hereby waive any right to inspect or approve the finished product or advertising. I release the Photographer and Portraits In The Sand from any and all liability arising out of their use of the photographs and the Subject's likeness therein. I agree not to make any claim against Portraits In The Sand as a result of the use of the photographs, included, without limitation, any claim that such use invades any right of privacy and/or publicity, defamation, libel and other personal and/or property right.

This is a binding legal document and is made for valuable consideration.

On behalf of myself and everyone photographed in this session,
The terms of this agreement are understood and accepted by:

Client-_____
Business Name-_____ Other family's names and addresses
Billing Address-_____

E-mail-_____
Website_____
Phone #s home_____
local_____ cell_____
Vehicle Description_____
Date-_____
Signature-_____
Parent/Guardian if under 18 _____

This contract agreement/release must be signed by each adult to be photographed and returned to Portraits In The Sand with the creation/reservation fee or Gift Certificate.

(Other adults can sign at the session)

David Koster CPP Portraits In The Sand, Inc.
110 White Oak Rd. Rehoboth Beach, DE 19971
Fax 302-226-8424 Office 302-226-9226 Cell - 302-841-7303
Email- dave@portraitsinthesand.com
Look for my Pewter GMC Denali Yukon XL with DE license plate- U SMILE
THANK YOU!

I approve to pay with Visa, Master Card, or American Express payment

Signature_____
Total Amount charged to credit card\$_____ AX 4 digits on front_____
#_____exp date_____ Last 3 digits on back_____