

# VISIONYARD

## SENIOR PORTRAIT AGREEMENT

**Photography Session Date:** \_\_\_\_\_ **Time Photography Starts:** \_\_\_\_\_

**Session Location:** \_\_\_\_\_

**Student's Name:** \_\_\_\_\_ **Parent's Name:** \_\_\_\_\_

**Photography session fee:** \_\_\_\_\_ (plus applicable expenses as described in the contract)

**Photography services included:** \_\_\_\_\_

### TERMS AND CONDITIONS

1. It is understood Visionyard Studios is the exclusive photographer retained to perform the photographic services requested on this Contract.
2. Visionyard Studios may substitute another photographer to take the photographs in the event of Photographer's illness or of scheduling conflicts. In the event of such substitution, Visionyard Studios warrants that the photographer taking the photographs shall be a competent professional.
3. No part of any order, including previews, will be delivered until the balance is paid in full.
4. Visionyard Studios 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 Visionyard Studios in the event of litigation arising out of such use. Digital files and previews remain the exclusive property of Visionyard Studios.
5. Upon signature, Visionyard Studios shall reserve the time and date agreed upon. Unless the Studio is able to fully replace the cancelled reservation, all sitting fees and deposits are non-refundable, even if the portrait is rescheduled or canceled for any reason other than inclement weather.
6. If, in the opinion of the photographer, inclement weather or other adverse conditions prevent the creation of a portrait meeting the artistic standards of Visionyard Studios, photographer may elect to use an alternate location or to reschedule the portrait.
7. If Visionyard Studios 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 Photographer's illness or emergency, then the Photographer shall return any deposit or sitting 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 the Photographer. In the event Visionyard Studios fails to perform for any other reason, the Studio shall not be liable for any amount in excess of the retail value of the Client's order.
8. The charges in this Contract are based on Visionyard Studios' 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.
9. NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce photographs without Visionyard Studios' permission, and violators of this Federal Law will be subject to its civil and criminal penalties. NOTE: A disc with high-resolution digital images including a copyright license may be purchased
10. This Contract incorporates the entire understanding of the parties. 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:**

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Date**

WWW.THEVISIONYARD.COM  
602-374-2728