

PORTRAIT SESSION AGREEMENT

This Portrait Agreement (“Agreement”) is entered into as of the DATE, by and between Triangle Room Studios, LLC, with a primary address of 6114 Ellis Ave, Henrico, Virginia, 23228 (“Studio”), and **(Client Name)** _____ with a primary contact address of **(Client Address)** _____ “Client”, each a “Party” and collectively the “Parties.”

For good and valuable consideration, which the Parties hereby acknowledge, the Parties agree as follows.

Definitions

The Terms “Studio”, “Photographer”, “photography team”, “us”, “we”, “her”, and “our” refer to Triangle Room Studios, LLC and all agents, employees, or other representatives.

The term “including” means “including, but not limited to.”

The term “session”, “event”, and “photography session” refers to a hired photographic session for the purposes of taking custom photographs.

- 1. Payments.** The Client will make a non-refundable payment in the amount of the agreed upon session fee, for the Studio to perform the services specified herein. Upon payment, the Studio will reserve the time and date agreed upon by both parties. The Client agrees that this payment is earned by the Studio when paid, and is remitted in consideration of the experience, reputation, and skill of the Studio, and in consideration of the inability of the Studio to schedule other clients during this time.
- 2. Cancellation.** If the Client fails to show or cancels seven or less calendar days before the agreed upon photographic session date, Client will forfeit the initial payment.
- 3. Location.** The Photographic session will occur at an agreed upon location. If Client specifies a certain location to be used during the shoot, the client is responsible for all location fees involved such as location access fees, parking, etc.
- 4. Rescheduling/Late Arrivals.** If Client requests to reschedule a photographic session, Studio may apply the initial payment to a rescheduled session if notice is given at least seven days prior to the scheduled session, subject to the provisions of Paragraph 2. The Rescheduled session must take place within one calendar month. Any Client that arrives late to the session will have the amount of time late

deducted from the time allotted for the session. Studio will not provide a partial refund or other compensation for the time deducted from the session due to late arrival of the Client.

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In the event that the weather conditions are not desirable for the shoot based on Studio recommendations, the session will need to be rescheduled and the fee will be waived or an alternative location agreed upon. Due to liability and equipment damages, this decision will be at Studio discretion.

5. **Completion Schedule.** Studio will determine completion schedules and delivery of products from the date of final approval by the Client. Studio will utilize third-party manufacturing laboratories for products and may provide restrictions on an order not outlined in this agreement. The following are the projected completion dates for the outlined items. All timelines are from date of final design approval by the Client and received by the Studio:

- Digital Files – two (2) weeks

The Client should place orders with sufficient time to allow for normal delays and notify the Studio at the time of the order if there are any extenuating circumstances requiring a quicker turnaround. The Studio will not be responsible for delivery delays due to the fault of manufacturing and/or delivery services.

6. **Restrictions & Medical Information.** Client will inform Studio of any restrictions or limitations, including but not limited to, posing prior to the beginning of the session. Client is responsible for relaying any medical and allergy information to the Studio at least forty-eight (48) hours in advance of the session. Failure to do so could result in cancellation of the session.

7. **Use of Independent Contractor.** If Studio hires a third-party Independent Contractor for services and/or products for the photographic session, Client agrees that Studio will not be liable for any actions committed by the Independent Contractor, or for products provided by such Contractor. Client will indemnify and hold harmless Studio for the same. Client acknowledges the need to communicate with the Independent Contractor regarding any allergies to any product provided by the Contractor and will communicate with Independent Contractor regarding the provision of services by the Contractor.

8. **Photographic Materials.** All photographic materials, including negatives, transparencies, proofs, and previews, will be the exclusive property of the Studio. All orders must be placed within the outlined schedules within this agreement. No products, including digital files, will be released until the agreed upon amount is paid in full per the payment schedule outlined in this agreement. The Studio will make a good faith attempt to back up and preserve all purchased photographic materials for the life of the Studio.

9. **Artistic Rights.** The Studio retains the right of discretion in selecting the photographic materials shown and/or released to the Client. Studio carefully renders each image to ensure maximum artistry and technical perfection. Images not deemed to be acceptable will not be shown and are removed from my archives permanently after the artistic rendering is complete. The Studio also retains the right to make adjustments to the photographs in post-processing as the Studio deems within their creative control. Additional processing may be requested for an additional fee per file.

10. **Copyright and Reproductions.** The Studio will retain copyright ownership of all works created in the course of this Agreement, including but not limited to all images in their original and processed formats. It is understood that any duplication or alteration of original images is strictly prohibited without the written permission of the Studio. Alterations include, but are not limited to, application of filters, cropping, or modifications of any kind. The Studio does not provide the Client permission to resize photographs for Internet-based usage.

11. **Client Usage.** The Client will only use the photographic prints, including digital files, in accordance with the permissions within this Agreement. The Client's prints are for personal use only and will not be submitted to contests or reproduced for commercial use. The Client will not make, or provide authorization to a third-party to make, reproductions of works resulting from this Agreement without express written permission of the Studio. Additional prints and/or digital files may be purchased between third-parties and the Studio with the permission of the Client. Commercial activity is not included under this personal license, unless requested in writing and at the discretion of Studio. Complete performance by Client of all its obligations under this Agreement is an express condition precedent of the limited license extended under this Paragraph 12. Any breach by Client will result in the immediate revocation of this limited license.

12. **Photography and Videography.** The Client will not engage in photography or videography during the course of the photographic session unless otherwise agreed to by the Studio. Engaging in this behavior entitles the Studio to end the session without refund or reschedule available to Client.

13. **Model Release.** The Client authorizes the Studio and her assigns, licensees and sub -licensees, to use and to create images for promotional materials, online usage, and other areas of marketability. The Client further authorizes the distribution of photographs to potential clients of the Studio for portfolio and marketing purposes. The Studio has the authorization to allow wedding vendors from the photographic session to use these images in marketing.

The Client further acknowledges that the Client will not be compensated, either now or at any time in the future, for any use of marketing and that the Studio of such photos exclusively owns all rights. The Client acknowledges and agrees that the Studio will have the exclusive, perpetual, and irrevocable right to take, use, re-use, publish, and republish photographic materials which contain the Client's image.

The Client hereby acknowledges and agrees that the Studio may modify, change, or alter such images without restriction or permission of the Client. The Client hereby acknowledges and agrees that the

photographs created by the Studio will become and remain the exclusive property of the Studio, and that the Client retains no rights to said photographs unless specified particularly in this Release.

The Client, also hereby waives all rights and claims and releases the Studio from any claim or cause of action, whether now known or unknown, relating to the sale, display, license, use, and exploitation of the photos. The Client hereby covenants and agrees that the Client will not bring any action or proceeding or maintain a complaint against the Studio in any court of law, state or local, or before any administrative body, related in any way whatsoever, for the use of the photographs.

The Client also consents to the use of the Client's own name or any fictitious name, which may be chosen in connection with the aforesaid photographs. The Client hereby releases any and all claims whatsoever in connection with the use of the Client's photographs and name and the reproduction thereof as aforesaid. The Client hereby waives any right that the Client may have to inspect and/or approve the photographs or any advertising copy that may be used in connection therewith or the use to which it may be applied.

In the event that Client wishes the images to be kept private and not displayed anywhere publicly, on the Internet or otherwise, please inform your Studio.

14. **Pet History & Property Release.** If applicable, the Client must provide Photographer a pet behavioral history, including but not limited to biting, jumping and incidents of aggressive behavior at least seven days prior to the session. Failure to provide this pet history shall result in forfeiture of session time and retainer at Photographer's discretion. Client grants to Photographer the absolute and unconditional worldwide right without right to further payment to use, transmit, display, sell, license, and publish photographs of the Client's pet.

15. **Cooperation:** Studio is not responsible for behavior of parties involved with the shoot, with the exception of Studio personnel. If the desired outcome of your session is jeopardized by the behaviors of parties involved with the exception of Studio personnel, Studio cannot be held responsible. The Client will assist and cooperate with the Studio in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed; taking time to pose for photographs at the Studio's direction; providing a person to guide the Studio to desired persons and/or scenes; pre-shoot consultations, etc. The Studio will not be responsible for photographs not taken as a result of the Client's failure to provide reasonable assistance or cooperation.

16. **Failure to Perform.** If the Studio is unable to perform this Agreement due to illness, emergency, fire, casualty, strike, act of God, or causes beyond the control of the Studio, the Studio and the Client will make every attempt to reschedule the photographic session. If a reschedule is unable to be agreed upon, the Studio will return the initial payment to the Client and will have no further liability. Further, if the Studio is unable to deliver photographic materials due to technological malfunctions, including but not limited to the equipment operation and image processing, or photographic materials are otherwise

lost or damaged without fault of the Studio, liability will be limited to cost of the agreement. In no event will Studio be liable for any amount exceeding the cost of the agreement.

17. **Studio's Standard Price List.** The charges and inclusions in this Agreement are based on the Studio's Standard Price List. This price list is adjusted periodically and future orders will be charged at the prices in effect at the time when the order is placed.

18. **Indemnification & Liability.** Client agrees to indemnify, defend and hold harmless Studio and its affiliates, employees, agents and independent contractors for any third-party injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Studio provides to Client. Claims against Studio for the delivered artistic works must be brought to Studio's attention within one (1) week from date of. After one (1) week, the Client waives any right to submit a claim to Studio for reimbursement of any fees previously paid or for her waiver or forgiveness of any fees that may still be outstanding.

19. **Attorney's Fees.** If either Party brings a legal action arising from or relating to this Agreement, the prevailing party will recover all costs, including a reasonable attorney's fee.

20. **Construction & Severability.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in interpreting this agreement. The language in this agreement will be interpreted as to its fair meaning and not strictly for or against any party. If any portion of this agreement is deemed to be illegal or unenforceable, the remaining provisions of this agreement remain in full force.

21. **Miscellany.** This agreement incorporates the entire understanding of the parties. Any modifications of this agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder will not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This agreement will be construed under Virginia law, without regard to its choice of law provisions. The state and federal courts for Henrico County, Virginia will have exclusive jurisdiction over any dispute arising under or relating to this agreement. The parties agree to proceed with a bench trial, and each hereby waive any right to a jury. In any such suit, the prevailing party will recover all costs incurred and a reasonable attorney's fee.

22. **Notice.** Parties will provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent by email to the address listed below:

Photographer's Email: triangleroomstudios@gmail.com

Client Email:

Client Phone #:

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first above written.

AGREED

Triangle Room Studios, LLC



Molly Hiner, Owner

Molly Hiner, Owner

CLIENT

Signature: _____

Date: _____