



AC Ellis Inc. Portrait Photography Agreement

Agreement Date: _____ Session Date: _____ Shoot Location: _____ Photographer: _____

Clients: _____ and _____
Address: _____ City, State, Zip: _____
Phone: _____ E-mail: _____

Selected Session: _____ Price List: _____ Product List: _____
Description of Services: _____

Session Rate: \$ _____
Subtotal: \$ _____
Sales Tax: \$ _____
Total Due: \$ _____

Following the shoot, AC Ellis Inc. ("Studio") will make the above described images available at one ordering session, to be held at the Studio's order facility at a mutually agreeable time. During the ordering session, Client will be able to view the images and decide whether he or she will purchase prints and other photographic services, including additional ordering sessions, according to the Studio's current pricing schedule. Studio will not provide printed or other proofs to the Client unless Client otherwise orders and pays for such proofs.

Once Studio has completed a client's order by exchanging images for full payment, Studio shall not be liable for storing those images for Client, unless Client submits additional orders at the ordering session.

Due to the custom nature of the work, no refunds will be provided for any orders resulting from this Assignment for prints or other photographic products once any work has commenced on the order.

All images remain copyright AC Ellis Inc. and may not be reproduced without written permission from the Studio.

This Client Services Agreement ("Agreement") is entered into, and is effective as of the Agreement Date (as defined on page 1) by and between AC Ellis Inc. a South Dakota S-Corp doing business as AC Ellis Photography ("Studio") and the person(s) identified as the Client on page 1 of this Agreement.

1. DEFINITIONS.

1.1. "Assignment" refers to the portrait session and any related photography services described on page 1 of the Agreement that Client is specifically commissioning Photographer to perform.

1.2. "Cancellation" means that the Assignment is canceled by Client and not rescheduled. In the event of cancellation, Client will be responsible for those fees, costs and charges set forth in section 3.2 below.

1.3. "Postponement" is the rescheduling of the Assignment by the Client at least 48 days prior to the Assignment to a mutually agreeable date, and no more than 120 calendar days after the original Assignment date.

1.4 "Work" means all photographic images, negatives, digital files, prints or other materials created by Photographer while performing the Assignment.

client initials _____ studio initials _____



2 PAYMENT SCHEDULE. The payment in full is due at least 15 days prior to the date of the Assignment.

3. POSTPONEMENT, CANCELLATION & LIQUIDATED DAMAGES:

3.1 POSTPONEMENT. Client acknowledges that in the event that there is a Postponement of the Assignment the Studio will incur expenses and financial loss. Therefore, Client will notify the Studio of a Postponement at least forty-eight (48) hours prior tot he scheduled Assignment. If Client provides studio with notice of a Postponement less than forty-eight (48) hours before commencement of the Assignment, client shall pay a fee to Studio in the amount of Fifty Dollars (\$50.00) to cover the expenses that the Studio would not otherwise have incurred had Client no postponed the Agreement.

3.2. CANCELLATION. Client acknowledges that in the event that there is a Cancellation of the Assignment the Studio will incur expenses and financial loss. Therefore, Client will notify the Studio of a Cancellation at least 72 hours prior to the expected Cancellation date in order to minimize the Studio's costs, expenses, and loss of income. Due to the custom assignment and inability of Studio to perform other sessions during time reserved for Client, if Studio has received payment for a scheduled Assignment, Client will not be entitled to a refund if he or she cancels the Assignment.

4. MODEL RELEASE. Client shall permit the Studio to use images of Client from any portion of the Work for display, publication, or other promotional uses without payment of additional compensation to Client or Client's agents.

5. JURISDICTION & VENUE. This Agreement shall be construed according to the laws of the State of South Dakota. Client acknowledges that this Agreement was entered into in Brookings, South Dakota, and that at least a substantial portion of this Agreement will be performed in the State of South Dakota, and that the proper venue for any legal action related to this Agreement is in the Superior Courts of the County of Brookings, South Dakota.

6. NO WARRANTY OF LONGEVITY. Studio does not warrant the longevity in quality of any digital media or files delivered to Client. Client bears the sole responsibility for backing up, archiving, and maintaining the integrity of the files.

7. COPYRIGHTS. The Work created by Photographer during the Assignment constitutes the copyrighted work of Photographer and the Studio. The Work at all times shall remain the property of Photographer and the Studio. Any portion of the Work delivered to Client is for Client's personal use only. Client may not sell or reproduce, nor authorize the sale or reproduction of, any portion of the Work without the Studio's written consent. Clients agree not to scan, copy or reproduce images in any manner without a written release signed by the photographer. If you personally or knowingly allow another to reproduce your images you will be charged \$1000 for each image reproduced.

I have read this entire Agreement and I understand its terms. I agree to be bound by the terms of this Agreement.

CLIENT
Date: _____

STUDIO
AC Ellis Inc. a South Dakota S-Corp dba AC Ellis Photography
Date: _____

Signature

Signature

Print Name

Title

client initials _____ studio initials _____