



Visual Voodoo Photography, LLC
David Aronson - Photographer
Fort Lauderdale - Florida

Phone: +1 954-543-0123
Website: VisualVoodoo.Com
Email: David@VisualVoodoo.Com

PORTRAIT & EVENT AGREEMENT

OVERVIEW: It is understood that Visual Voodoo Photography are the exclusive official photographer(s) retained to perform the photographic services requested on this Contract. Here on out Visual Voodoo Photography will be referred to as the "Photographer / Filmmaker" and the Client will be referred to as the "Model". This agreement contains the entire understanding between Photographer / Filmmaker and the Model. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

SESSION FEES: \$200 for the first hour, then \$150 for each additional hour of service. Session fees include 20-30 photos per hour of coverage, unlimited wardrobe changes (time and location permitting), portrait locations (additional fees may apply), digital JPEG images provided via download (prints to 5"x7"), basic selection and correction of captured photographs, 7-day turn-around and 30-days of online hosting and archiving of digital images. Large-sized digital image files and Print Products (i.e., prints, canvas wraps, wall art, and photo-books) are separately priced.

MAKING A RESERVATION: To make a reservation, we require a 50% retainer AND the signed agreements. Upon receipt of the 50% retainer AND the signed agreements, we will ensure and guarantee our availability for your specific booking date. For that reason, the retainer is non-refundable and non-transferable. The remaining balance is due no later than 24-hours prior to the photo session. Please note travel fees may apply if more than 50 miles from our base location.

VIEWING / ORDERING: To view the image proofs and make Print Product purchases, the Model may choose one of the following ordering options: 1) in-person Ordering Session, or 2) online 30-day Viewing Period. The Ordering Session/Viewing Period may be scheduled to take place at a date and time that is convenient for the Model. The online Viewing Period expires after 60 days. After the gallery has expired, a \$35 re-hosting service fee will apply to reinstate the gallery for an additional 30 days. The in-person Ordering Session may last 1-2 hours. Re-hosted Ordering Sessions will incur a \$85 service fee per occurrence. Images for which any products are purchased are archived for 1 year after the Session date. Images for which no products are purchased are deleted 6 months after the Session date.

RETOUCHING / DESIGN: Purchased images are selected and corrected according to the Photographer / Filmmaker's standards. Additional retouching that is requested by the Model will be billed at \$30 per photo, or \$200 for 10 photos. The purchase of any portrait product that requires additional custom design work includes 3 rounds of design revisions at no additional charge. Further revisions incur an additional charge of \$20 per photo.

PAYMENTS / ORDER FULFILLMENT: Payment may be made by credit cards from the website: VisualVoodoo.Com. All payments must be paid prior to the booking will be confirmed OR before work can be initiated to fulfill any portrait product order. Digital images will be made available after 7 days. 24-hour turnaround service is provided for digital images at the rate of \$30 per hour. Fulfillment of any custom portrait product order requires 5 weeks for completion.

COOPERATION: The Model agrees to cheerful cooperation and communication for the best possible result for the portrait session. Photographer / Filmmaker is not responsible if key individuals fail to appear or cooperate during the portrait session or for missed images due to details not revealed to the Photographer. The Photographer / Filmmaker reserves the right to cease service if any member of the portrait session fails to cooperate.

FAILURE TO APPEAR / CANCELLATION / POSTPONEMENT: The Model understands that, by entering into this agreement, the Photographer / Filmmaker is foregoing other bookings. If the Model and/or key individuals fail to appear to a scheduled portrait session, the session fee will not be refunded under any circumstances. At the Photographer's discretion, portrait sessions may be postponed and rescheduled with 1 week notice, with no additional charge. Rescheduling incurs a 50% fee for postponement notices given under 1 week.

WEATHER / ILLNESS: If it is not possible for the session to take place on a scheduled day due to weather or illness, the Photographer / Filmmaker and Model will reschedule the session, with no additional charge.

SATISFACTION GUARANTEE: Photographer / Filmmaker will make every effort to assure the Model's satisfaction according to industry standards. The Model agrees that the images produced from the portrait session will be similar in style and caliber to the images shown on the Photographer's website. If the Model is not satisfied with the images resulting from the portrait session through fault of the



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Photographer / Filmmaker, the Model will receive a reshoot or a refund. Notification of dissatisfaction must be received in writing within 7 days of receipt of images for the Model to receive a re-shoot, or a refund.

REFUNDS: If the Model is not satisfied with the product(s) purchased from Photographer / Filmmaker, the product(s) will be replaced or refunded. The Model must return the product(s) to the Photographer / Filmmaker to receive a replacement or refund. Any product(s) purchased as part of a Package will be refunded at their promotional rates. Digital products cannot be refunded. Photographer / Filmmaker will not be responsible for dissatisfaction due to circumstances beyond the Photographer's control, intentional damage caused to image(s) or product(s), or accidental damage due to improper care or negligence.

DIGITAL AND PRINT PRODUCTS: The Model agrees that all digital products, such as digital images and slide shows, are purchased as is. The Model is responsible for archiving and creating back-ups of any digital products purchased from Photographer / Filmmaker. The Model is also responsible for purchasing, installing, and maintaining any software or electronic and computer equipment required to view, use, or print the digital products. Digital negatives may be purchased only after a minimum purchase requirement has been met. Digital products cannot be refunded. Model is aware that on printed products, color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Model Releases Photographer / Filmmaker from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

LIMIT OF LIABILITY: Photographer / Filmmaker takes the utmost care with respect to exposure, retouching, transportation and archiving of digital files. In the unlikely event that the original image files are lost, stolen, damaged, or destroyed within or beyond the Photographer / Filmmaker's control, the liability is limited to the refund of payment or to a re-shoot, but not both. If the session fee is refunded, Photographer / Filmmaker is released of any further obligation to the Model.

PHYSICAL LIABILITY: Models are responsible for their conduct at all times. Any breakage or damage to equipment or studio contents are the sole financial responsibility of Models. Models agree to hold Photographer / Filmmaker and its agents harmless for any injuries or damages sustained preceding, during, and immediately following a session.

IMAGES AND COPYRIGHT: The photographs produced by Photographer / Filmmaker are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Photographer / Filmmaker's explicitly written permission. Commercial use of images is strictly prohibited. Images may not be entered into any contest or submission without prior written authorization. Screen grab downloads, printing of digital images and scanning of prints for digital imagery use is illegal and punishable by law.

Description and location of images:

Signatures and contact information:

Signed _____ Witness _____ Date _____

Company Name _____ Title or Position _____

Address _____ Phone _____ Email _____