NEWBORN PHOTOGRAPHY AGREEMENT

Photographer: **Client:**
Danelle Lubinski
N5216 16th Ave.
Mauston, WI 53918

This agreement is between the Client, whose name and address is listed above, and
[Danelle Lubinski Photography].

1. **Retainer and Payment**. The Client shall make a non-refundable retainer of $50.00 to the Photographer to perform the services specified herein. Upon payment, Photographer will reserve the time and date agreed upon by both parties. Please make **check payable to Danelle Lubinski**.

2. **Cancellation**. If Client requests to amend or cancel this agreement 7 or more calendar days before the session date, the retainer shall be applied a mutually agreed upon reschedule date. If Client cancels this agreement, or fails to show, this agreement 6 or less calendar days before the session date, the retainer shall be forfeited. *Client understands and agrees that Photographer will not book other sessions during this time. In the event that Client cancels the portrait session or fails to attend the session on the Session Date, for any reason, Photographer shall suffer losses that are difficult to ascertain.*

3. **Rescheduling/ Late Arrivals.** In the event that the Client requests to reschedule a session, the retainer shall be applied to a reschedules session if notice is given at least 6 days prior to the schedule event. Reschedule must be within the same calendar year. Any Client that is late arriving to the session will have the amount of time late deducted from the time allotted for the session.

4. **Preparation.** The Client shall not feed the baby a full feeding for two hours before the session and shall keep the baby awake for one or more hours before the session. Baby shall be fed immediately at the beginning of the session or just prior to arrival. The baby must be dressed in loose fitting clothing for ease of changes for portraits. The Client shall bring at least two bottles for feeding or supplies for nursing. If a pacifier or soother is required, the Client shall supply those items.

5. **Subjects**. The Client shall maintain control of other subjects including siblings. It is the responsibility of the Client to ensure the cooperation of additional subjects as not to intrude on the baby's immediate area. The Client shall provide all necessary controls over additional subjects.

6. **Circumstances.** If the Photographer is unable to perform the session due to baby's disposition, condition, or circumstances listed within this contract, the Client shall be allowed to reschedule at Photographer's discretion.

7. **Artistic Rights**. The Photographer retains the right of discretion in selecting the photographic materials released to the client.

8. **Photographic Materials.** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer shall make gallery proofs available through an online gallery proofing website or through an in-person ordering session. These proofs shall be available to the Client within 2-3 weeks of the session. If an online proofing gallery delivered, it shall remain open for 120 days from delivery. If the Client requests to extend the time or reopen the online proofing gallery, a $20 un-archival fee shall apply.

9. **Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions for, including but not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display within or on the Photographer's website and/or studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client. It is understood that any duplication or alteration of original images is strictly prohibited {Copyright Law Title 17, Appendix V. Additional Provisions of the Digital Millennium Copyright Act 2005, Section 102} without the written permission of the Photographer.

10. **Client's Usage.** The Client shall only use the prints, including digital files, in accordance with the permissions within this agreement. The Client's prints are for personal use only and shall not be submitted to contests, reproduced for commercial use or authorize any reproductions by parties other than the Photographer. If the Photographer provides a digital file print release, the Client must act in accordance with the release.

11. **Social Media**. The Client may share blog post links and Facebook albums through use of the share functions and dissemination of direct links. Client shall not copy, download, screen shot, or capture the photographs in any other fashion.

12. **Failure to Perform.** If the Photographer is unable to perform this agreement due to illness, emergency, fire, casualty, strike, act of God or causes beyond the control of the Photographer, the Photographer and Client shall make every attempt to reschedule the session. If a reschedule is unable to be agreed upon, Photographer shall return the retainer to the client and shall have no further liability. Further, if the Photographer is unable to deliver photographic materials due to technological malfunctions, including but not limited to camera and processing, or otherwise lost or damaged without fault of the Photographer, liability shall be limited.

13. **Photographer.** The Photographer reserves the right to substitute with another photographer. The substitute photographer is chosen at the discretion of the Photographer and does not constitute a breach of this agreement. The Photographer warrants the substitute photographer to be of comparable quality and professionalism.

14. **Photographer's Standard Price List**. The charges in this agreement are based on the Photographer's 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.

15. **Travel and Overage Fees.** The Client shall pay $.56 per mile after 30 miles outside the Zipcode of 53948.

16. **Arbitration.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration, administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, administered by a licensed Arbitrator in the jurisdiction closest to the Photographer's office and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than $200. In no event shall an award in an arbitration initiated under this clause exceed the contracted price of the controversy in dispute.

17. **Indemnification.** The Photographer shall be held harmless for any and all injury to client during the course of the photography session and the immediately surrounding events.

18. **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 shall 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 shall be governed by the laws of the State of WI.

19. **Waivers**. The waiver of any breach of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Contract.

20. **Attorney's Fees**. If either party to this Contract brings a legal action against the other party to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.

_____   _____
Photographer's Signature: Client's Signature:

_____   _____
Date   Date