



811 W Summit
 Lead SD 57754
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Phone: 605-580-5919

Senior Photography Agreement

Photography Session Date: _____ Time Photography Starts: _____
 Session Location: _____
 Student's Name: _____
 Parent's Name: _____

Package Choice: (Select 1)

Senior I: ___ \$350.00 (3.5 hrs) Senior II: ___ \$280.00 (2.5 hrs) Senior III: ___ \$160.00 (1.5)

Additional Prints:

4 X 6	\$4.00		Wallets	\$3.00 per 4
5 X 7	\$6.00			
8 X 10	\$10.00			
11 X 14	\$15.00			
12 X 18	\$20.00			Subtotal:
16 X 20	\$30.00			Tax: 6%
Total				

Student and Parent names above will be referred to as CLIENT for the remainder of this agreement.
 Payment Method _____
 Photography services include for the fee stated above: _____ . (Time Allotted)

Entire Agreement: This agreement contains the entire understanding between RBM's Essentials Photography and the CLIENT. 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 parties.

Reservation: Upon your signature and 25% payment of the session fee, RBM's Essentials will reserve the time and date determined above, and will not make other reservations for your specific photographers on that time and date. For this reason, the retainer fee is non-refundable, even if the date is changed or session cancelled for any reason, including acts of God, fire, strike, and extreme weather. The retainer fee is to be paid at time of signing this agreement.

Cooperation: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. RBM's Essentials is not responsible if key individual's failure to appear or cooperate during photography sessions or for missed images due to details not revealed to RBM's Essentials.

Digital Negatives, Prints and Copyrights: The photographs, digital negatives or prints produced by RBM's Essentials are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without RBM's Essentials explicitly written permission. The Client must obtain written permission from and compensate RBM's Essentials prior to the Client or its friends and relatives publishing, printing, copying, or selling the photographs for profit. A copyright waiver is included with the disc of high-resolution images that can be purchased by the Client, and is only for the purpose of printing photographs on the included disk, and is solely provided for the use of the client.

Model Release: The Client hereby grants to RBM's Essentials and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the Client or in which the Client may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases RBM's Essentials and its legal representatives and assigns from all claims and liability relating to said photographs.

Travel Expenses: For all events, Client agrees to pay for any related expenses that RBM's Essentials incurs as a result of this agreement. For all events outside of Lawrence County, Client agrees to pay RBM's Essentials current state rate per mile traveled by photographer and any assistants. All other related travel expenses such as rental cars, hotel rooms, airfare, taxi service, etc. will be billed directly to the Client.

Payments: Client agrees that a Date Reservation Payment, retainer, equal to 25% of the full session fee is required at the time of contract.

Penalty Fees & Charges: There is a \$50.00 charge on checks returned for any reason.

Right of Withdrawal: RBM's Essentials discovery of new information, changes, or other factors tending to circumvent its policies could result in its withdrawal. Non-cooperation; changes of locations, facilities or times available; missed appointments; bad or returned checks, or late payments are examples of contributing factors. Should RBM's Essentials initiate the withdrawal, all fees and deposits will be returned, excepting fair market value for all services/products already provided. In case of withdrawal, \$100.00 an hour is billed for all photography services already provided, and \$50.00 an hour is billed for all other services, consultations, and all driving time, rounded up to the nearest half-hour. If RBM's Essentials withdraws – the Client will not be billed for any services in excess of their deposits (except if deposit was in form of returned checks). RBM's Essentials reserves the right to substitute a photographer with another photographer, in case of emergency, sickness, or other conditions outside of our control.

Limit of Liability: In the unlikely event of severe medical, natural, or other emergency it could be necessary to reschedule your photography session. RBM's Essentials takes the utmost care with respect to exposure, transportation, and processing the photographs including using professional grade equipment and professional grade backup equipment. However, in the unlikely event those photographs have been lost, stolen, or destroyed for reasons within or beyond RBM's Essentials control, RBM's Essentials liability is limited to providing a replacement session.

Performance: The performance of this contract on behalf of RBM's Essentials shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and / or conditions beyond its control.

Severity: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

Amendments: This contract has been freely negotiated and shall be recognized as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the Client and RBM's Essentials at the time of this contract's signing shall be recognized as amendments to this contract.

Student's Printed Name

Student's Signature

Date

Parent's Printed Name

Parent's Signature

Date