

POPPY

photo + design

Newborn Photography Agreement

700 Warren Road 23-3A Ithaca, NY 14850
315-806-7980 • poppyphotodesign@gmail.com

Name of client: _____

Mailing Address to which package will be sent: _____

Phone Number and E-mail Address: _____

Location and addresses: _____

Date and time of shoot: _____

1. Scope of work (Please circle the package you intend to use)

Newborn Standard Session - \$250

3-4 hours of shooting time

Option of up to 2 outfit changes and/or 1 location or background change if desired

20 fully edited high-resolution and web quality images

USB or CD with print release form for all images

CD will be delivered to client within 4 weeks

Newborn Premium Session - \$350

4-5 hours of shooting time

Option of up to 3 outfit changes and/or 2 location or background changes if desired

30 fully edited high-resolution and web quality images

CD with print release form for all images

CD will be delivered to client within 4 weeks

Additional edits beyond what the session or package entails may be purchased if available.

Each additional edit is \$8.

2. Fees

Client agrees to pay the photographer a non-refundable \$25.00 deposit to secure session date and to cover the payment for the CD of photos at the time POPPY photo + design receives the signed Photography Agreement. Client agrees to pay remaining balance at time of session. In the event that client for any reason cancels the session, client agrees to forego return of the \$25.00 deposit. If client chooses to pay an additional down payment it will be notated on contract and initialed by client and photographer at time of payment. Additional down payment is refundable if client cancels for any reason. Mileage will be considered when travel times exceed typical distance of 60 miles from Ithaca, NY. POPPY photo + design will notify client of any travel fees prior to photo-shoot. Additional

3. Indemnification

Client shall indemnify and hold harmless photographers from any loss, damage, or liability resulting from client’s violation of the terms of this agreement.

4. Entire Agreement

This Agreement constitutes a single integrated contract expressing the entire agreement of client and Photographer(s) with respect to the subject at matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof, and, except as specifically set forth herein, there are no other agreements, representations, promises or inducements, written or oral, express, or implied, between the parties hereto with respect to the subject matter hereof.

5. Amendments and Waiver

This agreement and each provision hereof may be amended, modified, supplemented or waived only by written document specifically identifying this Agreement and duly executed by each party hereto or the authorized representative of such party. Except as expressly provided in this Agreement, no course of dealing between the parties hereto and no delay in exercising any right, power or remedy conferred hereby or now or hereafter existing at law, in equity, by statute or otherwise, shall operate as a waiver of, or otherwise prejudice, any such rights, power or remedy.

6. Counterparts

This Agreement may be executed in counterparts. The execution of a signature page of this Agreement shall constitute the execution of the Agreement, and the Agreement shall be binding on each party upon the date of the signatures, if each party executes such counterpart.

7. Rights and Usage

POPPY photo + design reserves the right to use all photographs for commercial and artistic purposes, unless otherwise discussed and noted on contract. Once photos are relinquished to client, POPPY photo + design will keep all photos for 60 days. After 60 days from photo-shoot date, POPPY photo + design is not responsible to resupply bride and groom with photos for any reason.

If paying by check, please make checks payable to: Nicole Farnsworth

Signed in Agreement:

Nicole Farnsworth

_____ Date: _____

Client: _____ Date: _____