

AIPP Portrait Agreement

THE CLIENT

1. I/we authorise the Studio to arrange the photography in accordance with the details overleaf. I/we are satisfied that these details are correct and I/we understand there is a three working day cooling-off period from the date of the signing this contract before the photography is commenced and for any orders placed.
2. The Booking Fee is not refundable but may be transferable.
3. I/we have received, read and understand the Studio's price list, which has been confirmed for our assignment on payment of the deposit/ booking fee provided I/we order within seven (7) days after the assignment.
4. The booking of and any additional costs incurred for booking venues, photography locations, additional props etc are our responsibility or may be invoiced unless paid for separately.
5. The details and times listed here from part of this agreement and I/we agreed to make every effort to cooperate in order for the Studio to fulfil its contracted photographic duty. I/we acknowledge the Studio cannot accept responsibility for the 'extent' of the photographic coverage if these details are incorrect or if I/we chose not to follow the agreed to schedule.
6. To avoid disruption to the photographic coverage and to allow the Studio to fulfil its contracted duty; other photography by family/friends at this time is not permitted.
7. **I/we agree the Studio owns the Copyright in all photographs. I/we give permission to the Studio to use any image of our sitting for industry competitions and as required subsequent usage and for reasonable general promotional advertising for the Studio. The usage for any other purpose is to be renegotiated between the parties and requires specific permission by us.**
8. As the Studio owns the Copyright, I/we agree not to copy, cause to be copied or allow anyone else to copy, photocopy, laser copy or computer scan these images. To do so is in breach of this agreement. I/we will use these photographs as agreed and understand they may not be copied or reproduced unless written approval is granted by the Studio.
9. The negatives/digital files remain the property of the Studio and will be kept on file a period of five years for re-orders. I/we may be able to negotiate with the Studio for release of the negatives/digital files. Regarding re-ordering photographs, I/we also understand:
10. Orders must be placed within 7 days, otherwise prices current at the time of ordering will apply and I/we will pay all reasonable freight and postage that I/we request
11. All orders must be confirmed in writing and accompanied by full payment unless prior arrangement with the Studio had been made. Telephone orders require written confirmation with payment before the order can be processed.
12. All orders shall remain the property of the Studio until full payment has been made. Orders cannot be separated for collection unless paid for in full.
13. Should I/we fail to pay and collect any order within fourteen (14) days of notification of completion, the order shall be in default and the Studio shall charge a default charge of 1.5% per month (18% annual rate) on the unpaid balance (minimum monthly charge of \$5.00). In addition, I/we acknowledge that no future orders will be processed until the Order is paid in full.
14. Enlargements will carry the studio logo/signature.
15. The Studio has no control over the environment in which the photographs are kept and that colour photographs, in common with all sensitised material and colour dyes, have limited life expectancy which is minimised when exposed to strong and prolonged sunlight, heat or fluorescent light sources. Photographs will last longer if displayed under better lighting conditions.

THE STUDIO

1. Should nominated photographer not be available for any reason, the Studio will notify the Client of the change as soon as it is known and provide another photographer with equivalent skills.
2. The price quoted will be guaranteed for seven days otherwise the current price will be confirmed when the deposit on the order is paid. Any additional costs will be advised and confirmation required before proceeding.
3. As the photographs made by the Studio are manufactured with the finest materials currently available, the Studio unconditionally guarantees them. If in your opinion any photograph made by the Studio has lost its original colour, the Studio will replace the photograph for fifty per cent of the current selling price. The original photograph must be returned and the reprinting charge paid in advance. This warranty will be valid for as long as the Studio has its possession the original files in a printable condition.
4. The negatives/digital files remain the property of the Studio and will be kept on file a period of five years, after which time the Studio may negotiate the release of the negatives/digital files.
5. The Studio shall carry out this assignment with due and professional diligence. Elements beyond the Studio's control include faulty material, equipment failure, damaged and exposed film, loss of film/photos/negatives/digital files in transit between the Studio and professional laboratories employed by the Studio, loss or damage to film, negatives/digital files and proofs during processing and developing either by the Studio or professional laboratories employed by the Studio, industrial disputes, civil disturbances, or weather conditions which may inhibit or prevent the Studio completing in whole or in part this assignment. In this case the Studio shall not be liable for its complete performance of the assignment. It is agreed that the liability of the Studio shall be limited to be a refund of any money paid under this agreement which shall be in full & final satisfaction of any damage or loss suffered.

AGREEMENT:

I/WE HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT.

SIGNED FOR THE CLIENT:

DATE: __/__/__

SIGNED FOR THE STUDIO:

DATE: __/__/__

This is a basic portrait contract. The AIPP suggests you ensure your ethical obligations are considered in any agreement and that you follow your solicitor's advice for your business.