Newborn Portrait Agreement

Congratulations! What a wonderful time in your life. This is my favorite type of session, and I think these photos are so important because our newborns are only this ‘new’ for such a short amount of time. The photos will become keepsakes for you and your little one.

This contract is put into place to explain the details of a Newborn photo session with Jessica Perciful Photography and to make sure that I can meet your expectations. Please read this entire document carefully. If you have any questions, please let me know before the session. A copy of this contract will be provided to you before your session.
Please Initial the Collection you are purchasing.

All Collections come the high-resolution images from each session. These images are instantly downloaded and have easy access to share on your favorite social media.

___ Newborn Only $175

- Up to 2 Hours of Session. Sibling and/or family portraits included at no additional cost.
- Access to all of my props, hats, and posing accessories
- Professional newborn skin retouching (reduce red spots, jaundice, dry skin) and editing
- Gallery of 25-50 images; versions for printing and sharing.
- Personal use rights + printing certificate
- Private online viewing gallery
- Upon Request: Custom designed Facebook cover photo collage image(s) for a fee of $40.

___ Mommy & Me Package $300 - Maternity + Newborn

- Maternity Session is up to 1 hour on-location, or at your home
- Newborn Session – please refer to newborn package for information.
- Family members included at no additional cost
- Unlimited poses and outfits within time limit
- Access to all of my maternity wraps, gowns, and sashes
- Professional image retouching and enhancements
- Gallery of 25-50 images per session; versions for printing and sharing
- Personal use rights + printing certificate
- Private online viewing gallery
- Upon Request: Custom designed Facebook cover photo collage image(s) for a fee of $40

___ Collection 1 $500 - Newborn, 3, 6, 9 and 1st Birthday

Details.... Choice of Maternity or Family Session, plus Newborn, 3 month, 6 month, 9 month and 1st Birthday Session.

___ Collection 2 $400 - Newborn, 6 month and 1st Birthday

Details....... Choice of Maternity or Family Session, plus Newborn, 6 month and 1st Birthday Session.

Each Collection will be divided into payments per session to accommodate everyone’s budget. By initialing this, you are agreeing you are in contract with Jessica Perciful Photography for the Collection you checked to get the discounted rate. If there is any breech in the contract, you will owe the remaining balance that was discounted for each session you have done thus far.

Signature __________________________________________

Date _______________________________________________
SESSION POLICIES & REQUEST

Session retainers are non-refundable and credited towards the collection. Retainer fees secure your session date and current prices at the time of booking. Because of the unpredictable nature of birth, scheduled dates are approximate only. Parents are asked to keep Jessica Perciful up to date on events of birth date and any rescheduling that may need to take place. Newborn sessions are scheduled within the first 14 days of life. Other cameras are not allowed at the photo session because they can be distracting (especially to small children) and they also prevent Jessica Perciful Photography from being able to do our job effectively. Including, but not limited to camera phones, point & shoot cameras, etc. Only the subject(s) of the session and their parent(s) and/or guardian should be present at the session unless there is a viable reason to have additional persons on site at the time.

INITIAL

NEWBORN PREPARATION & SAFETY

The Client shall not feed the baby a full feeding for one to 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. 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. Newborn sessions are taken place in a quiet, warm and delicate environment. 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 including scheduling an arranged caregiver pickup/drop off should it be needed. Jessica Perciful takes high priority in your newborn’s safety. Clients are understanding that Jessica Perciful will not recreate "trendy" newborn shots that include but are not limited to; babies in glass jars/vases, babies hanging from tree branches/material/etc, any position in which baby does not naturally conform to. These poses do not represent Jessica Perciful’s style and severely risk the safety of your newborn.

Initial

LOCATION COSTS & FEES

Newborn sessions take place on location or in the Jessica Perciful Studio. While “on-location”, sessions usually take place within the home of the client. Infant will not be taken outside unless it is warm and there is full consent of the guardian.

Initial
RESCHEDULING/NO-SHOW/LATE

Jessica Perciful Photography would never want to photograph someone who wasn’t feeling 100%. If any party of the photo session becomes ill, please call as soon as possible to reschedule. Jessica Perciful Photography maintains the right to reschedule if needed due to inclement weather, illness, emergency, etc. Requests for rescheduling or re-shoots are granted only at Jessica Perciful Photography’s discretion. Please contact Jessica Perciful at least 24 hours before said session for cancellations or rescheduling. Retainer fees are forfeited upon cancellation. Sessions can be rescheduled only once within 14 days of the original session date. Sessions that are not rescheduled, are considered a cancellation. Last-minute cancellations and no-shows are subject to forfeiture of the session retainer fee. Photographer will wait approximately 15 minutes before determining session a no show. Coming late to your session will result in less time allotted for your session and resulting in less images available. It is clients responsibility to inform photographer to reschedule 24 hours prior to session.

Initial ___

RE-SHOOTS

Re-shoots are determined at the discretion of the photographer. Re-shoots will not be given for poor choices of clothing, make-up, hair or weather related issues, non-cooperation from any of the parties involved, or by not following the recommendations of the photographer.

Initial ___

PROCESSING & EDITING

Jessica Perciful Photography will handpick a minimum of 25 of the session’s best images. Each of these images will be retouched and enhanced based on the photographer’s artistic vision. The photographer reserves the right to edit and release only those deemed creditable as professional in quality and within the photographer’s artistic standards. All images that are not deemed acceptable - such as ones where blinks occur, motion-induced focus issues, and unflattering poses - are discarded immediately.

Initial ___
PRODUCTS

The client will receive a link to their online galley where they can download their high-resolution images and download to their favorite social media. This link will arrive 1-3 weeks from their session date depending on the time of year. Prints and Canvas' may take up to 3 weeks from ordering to arrive. It may take 1 week for Jessica Perciful Photography to design your custom product. After it is designed, Jessica Perciful Photography will send you a copy or slideshow of the finished product. Jessica Perciful Photography wants you to be in LOVE with your final product! The client will have up to two revisions to make any changes they may want. After the two revisions, there will be a $25 fee each additional revision.

Initial

DELIVERY

You have the option to pick up your products at no additional charge, or you can have your images shipped to you at a $15 shipping fee. This fee covers packaging materials and shipping cost.

Initial

PAYMENT

Jessica Perciful Photography accepts cash and checks. Checks are to be made out to Jessica Perciful. All payments are due in full unless payment arrangements have been made. Orders will not be processed until payment in full is received. If you have arranged a payment plan, your order will be placed after the final payment has been received.

Initial

MODEL RELEASE

Clients are in understanding that images from their session may be used on Jessica Perciful Photography's website, social network, featured blog, marketing material (business cards, newsletter, special announcements), and photographer spotlight posts on photography forums. Jessica Perciful Photography will not sell these images to any third party without additional consent from you.

Initial
Client reserves the right to specifically request to NOT have their images shown on Jessica Perciful Photography's website, Social Networking sites, and/or marketing material, please initial any that may apply to you.

I decline the use of my portrait images for:

___ Website

___ Social Networking site

___ Marketing Material (business cards, newsletter, announcements)

___ Spotlight posts through photographer forums

___ Use of images OKAY, but I prefer to stay anonymous (no names)

LIABILITY

Jessica Perciful Photography takes the utmost care with respect to the exposure, retouching, and transportation of digital captures, proofs and prints. However, in the unlikely event that all the originals are lost, stolen, damaged or destroyed within or beyond Photographer’s control, Photographer’s liability is limited to the refund of all payments received, or a re-shoot can be scheduled at no additional cost. The limit of liability for partial loss or damage of originals shall be a prorated amount of the total amount, based on the percentage of originals lost or damaged. In the unlikely event that Photographer is injured or becomes too ill to attend the portrait session, Photographer will make every effort to reschedule to the earliest possible date. If the situation should occur, and the portrait session must take place on the scheduled date, Photographer will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received. Photographer is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and for themselves and release photographer from any claims against their person or their business.

Initial _______
COPYRIGHT

The Client agrees that all copyright and/or intellectual property rights for all photographs taken at that session shall be held exclusively by the Photographer. It is a violation of federal copyright law to copy, scan, screen grab or allow photographs that the Photographer has created to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered (digitally or otherwise), without the Photographer's express written permission. The Client agrees to purchase portrait photography prints or products directly from the Photographer unless in possession of a digital package which can be purchased separately with a print release form signed by the Photographer, or as part of the purchased portrait package at that time. If the Client purchases a digital with a signed print release form, they understand that they are not given permission to alter or manipulate the images in any way. Infringement of Copyright is punishable by law.

Initial

By signing this Portrait Agreement clients are agreeing that they’ve read and understand the policies regarding sessions, rescheduling, re-shoots, cancellations, editing, payments, proofing, copyright, penalties, model releases, ordering, digital negative discs, delivery and credits.

I thoroughly read and understand this contract. By signing below, I agree to all the terms as set forth above.

Print Name

Signature

Date