CUTTING EDGE
IMAGES, INC.

AGREEMENT FOR FAMILY PORTRAITS

PARENTS' NAMES: _____ PHONE: _____

HOME ADDRESS: _____

DATE OF SESSION: _____ LOCATION: _____

NAMES & AGES OF KIDS: _____

TIME OF SESSION: _____

1. All parties understand that this agreement is a contract for photographs.

2. Cutting Edge Images, Inc. will photograph the family portrait session only.

3. All the photographs become the property of the contracting party after purchase.

4. At no cost to the contracting party, Cutting Edge Images, Inc. reserves the right to create duplicate photographs, at the time of the initial printing, to be used for future business illustrations or advertising/marketing needs.

5. All care will be taken with the negatives and photographs; Cutting Edge Images, Inc. limits all liability for loss, damage, stolen or failure to deliver for any reason to a complete refund of all payments made.

6. A non-refundable sitting fee of $100 will be paid upon signature of this contract. This guarantees that Cutting Edge Images, Inc. reserves the date(s) for the event. No other event will be reserved for those date(s) and time. This $100 fee reserves time for a **one-hour photoshoot** at the location stated above. Any time over this time-frame will be pro-rated at $100/hour extra. This sitting fee MUST BE PAID BEFORE PHOTOS ARE TAKEN, and no less than 2-weeks prior to the shoot to reserve your date. Failure to pay the sitting fee will result in loss the scheduled photo session, unless otherwise worked out between the signing party and Cutting Edge Images, Inc.

7. Cutting Edge Images, Inc. reserves the right to hire another photographer in the event of illness or scheduling conflict. In the event of such substitution, photographer warrants that the hired photographer will be a competent professional.

8. If I, Cutting Edge Images, Inc., am unable to perform this contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to photographer illness or emergency, then the deposit shall be fully returned to the signing client, but shall have no further liability with respect to the contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or other media malfunction, lost in the mail, or otherwise lost or damaged

without fault on the part of the photographer. In the event Cutting Edge Images, Inc. fails to perform for any other reason, Cutting Edge Images, Inc. shall not be liable for any amount in excess of all monies paid.

9. Upgrades in package selection after the initial signing of this contract are subject to prices at the time of upgrade.

10. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and client releases Cutting Edge Images, Inc. from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

11. Upon completion of your event, all UNEDITED photos will be posted to my website in a protected gallery to be selected as "favorites" for further editing. Only the edited photos will be available on my website (www.ceimagesinc.com) in a password protected gallery once they are finished. These photos will be available for orders or for family/friend purchases. All photos will have basic edits (color correction, exposure, and toning). A variety of package options will be available for purchase, or you can order your photos al-la-carte or as a USB bundle that includes all EDITED files.

12. NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without the permission of Cutting Edge Images, Inc., and violators of this Federal Law will be subject to its civil and criminal penalties.

13. Please note, that absolutely NO UNEDITED PHOTOS will be given to the client prior to them being edited by the photographer and distributed to the client on the USB or for final purchasing options. This is to ensure that all photographs posted on social media or otherwise distributed will be of top quality and up to Cutting Edge Images, Inc. quality standards.

14. **Social Media and Sharing: All photos posted on social media, printed, or otherwise distributed may not be done so without photographer consent if prior to full editing and distribution of said photographs to the client/signing party**. If the signing party/client distributes photos, prints them, posts on social media, or otherwise distributes photos and/or files prior to receiving fully edited photos, the client will be charged accordingly for said photos. Legal action may be taken if client refuses payment.

15. This contract incorporates the entire understanding of the parties and is governed by the laws of the state of Georgia. Any modifications of this contract must be in writing and signed by both parties.

16. If photos are posted on social media by the client, it is understood that the client will give photo credit to "Cutting Edge Images, Inc."

17. **Client Photo Selection Responsibility Clause:** By signing this document, the client understands that they have **60-days**, beginning from the time the photographer delivers the photo proofs, to select their favorites to be edited. After the 60-day grace period, the client understands that their photo gallery will be locked and removed from the website. A reinstation fee of $200 must be paid in full to the photographer in order to reinstate the gallery. Once the fee is paid, the client will be given another 30-day grace period to make their selections before the gallery is removed.

19. **Payment Methods:** Client may choose to pay cash or check to reserve their session. Credit Card payment may also be taken, however, a 3% fee will be assessed to cover credit card service charges assessed to the photographer. All checks must be made out to "Cutting Edge Images, Inc."

Please fill in your package choice in the space below:

If you would like one of the package options below, please indicate that in the space to the right. The USB's can be purchased after your session as well if you'd like to wait, but those are the best value as you get ALL of the edited images from your session. Al-la-carte purchasing from your secure online gallery is also an option!

Sitting Fee: $100

Package Option: _____

Extra Time? ($50/hour) _____

Balance Due: _____

Final Total: _____

Package A $92	Package B $115	Package C $265	Deluxe Media Package $400
2-8x10's	2-8x10's	2-8x10's	4-8x10's
4-5x7's	5-5x7's	10-5x7's	12-5x7's
2-Wallet Sheets	4-Wallet Sheets	4-Wallet Sheets	4-Wallet Sheets
1-8x10 B&W	1-11x14 Print	2-8x10 Photo Enhancements	1- 8x8 Custom Photo Collage
		1-11x14 Ready-To-Hang Mounted Print	1 B&W Photo Enhancement
			1-11x14 Ready-To-Hang Mounted Print
			DVD of all above images ONLY. Other photo files must be purchased separately

If you would like digital files only, please select one of the following package options below

Package Options

Starter Package
1-Hour Session
USB of 10 images
$350

Deluxe Package
2-hour session
USB of 30 images and custom display case
2-outfit changes (if desired)
$550

Premium Package
2-hour session
USB of **ALL** images in high resolution & custom display case
2-outfit changes
$800

I have read and understood this agreement, including the terms and conditions, and agree to be bound by them. I understand that my sitting fee must be paid IN FULL prior to my session. If cash or check is being used as the method of payment, please mail payment to: **Sam Bennett @ 45 Nesbit Place Alpharetta, Ga 30022. ALL CHECKS MUST BE MADE OUT TO "Cutting Edge Images, Inc."**

Photo date/time to be reserved:

Time:

Location:

PHOTOGRAPHER: _____ DATE: _____
(signature)

CONTRACTING PARTY: _____ DATE: _____
(signature)