



[photos@earlbettsphotography.com](mailto:photos@earlbettsphotography.com) (866) 632-3686 [www.earlbettsphotography.com](http://www.earlbettsphotography.com)

I, \_\_\_\_\_ hereby secure Earl Betts Photography to photograph a \_\_\_\_\_ portrait on \_\_\_\_\_ at the time and place noted below. I am placing a non refundable deposit of \$50.00 to secure this date which is due by \_\_\_\_\_ (We take Visa, Master Card, and cash). I understand that the remaining balance of \$\_\_\_\_\_ is due before the photography session begins. All credit card and electronic payments must be made via PayPal to [photos@earlbettsphotography.com](mailto:photos@earlbettsphotography.com). If the weather does not permit for the photo to be taken at the chosen location an alternate date or location (within the area) may be chosen, that is agreeable to all parties. I understand that the \$\_\_\_\_\_ charge covers only the photo session (lasting between 30 to 90 minutes – dependent on group size) and that proofs will be posted on [www.earlbettsphotography.com](http://www.earlbettsphotography.com) in a password protected folder within one week of the photographic session. (Please list all email addresses that you want the proof notification sent to.) All photograph prints must be ordered through [www.earlbettsphotography.com](http://www.earlbettsphotography.com).

I understand that it is my responsibility to provide any “props” or chairs as desired by my family.

I further understand that the actual photo image belongs to Earl Betts Photography and at times we may include your photograph as part of our portfolio. It is understood that Earl Betts Photography can not be held liable for any amount of loss beyond the agreed price of the photo session or prints.

We understand that at a family gatherings it is only natural to bring along and pull out your own camera, **we do ask though that you refrain from using your own cameras until we are finished** as it is very distracting and ends up causing our job to take a lot longer and cause additional time fees to be incurred.

I understand in order for photographers to be best prepared it is my responsibility to provide the information requested on the Information Sheet that follows.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## Information Sheet

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cell Phone Number: \_\_\_\_\_ Alternate Number \_\_\_\_\_

All Email Addresses that Proof Notifications Are to Be Sent (Notifications will be sent to as many email addresses as provided with no additional charge):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Photo Event: \_\_\_\_\_ Time: \_\_\_\_\_

Location of Portrait: \_\_\_\_\_  
\_\_\_\_\_

Desired Background (beach, bay, ocean, piers, other)

\_\_\_\_\_  
\_\_\_\_\_

Number of People in Photograph: \_\_\_\_\_

How Many Different Families in Photograph: \_\_\_\_\_

Approximate Age Range of Those in Photograph: \_\_\_\_\_

**Any Other Information That You Feel is Important for Us to Know:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Helpful Hints

Wear clothing that is colorful and comfortable. Whether the colors are coordinated or complementary is your choice. Here in Hawaii, the tropical sun reflecting off white fabric can be hard on the eyes and cause you to squint, depending on the time of day and location of the session.

Temperatures at the beach can vary greatly. Feel free to bring and wear a jacket or sweatshirt to wear before the photo shoot.

One of the great things about being at the shore in the summer is the ocean breeze! You may want to keep this in mind when considering your hair style for the session.

Hats cause shadows. Please let us know in advance if you or members in your group plan to wear hats so we can prepare to fight off those shadows.

If you want any props (sand buckets, blankets, chairs) they are your responsibility to bring the more colorful the better!

Photographing a group will take time. Please make sure that everyone is aware that from start to finish will take up to an hour and a half. Plan on making this an "event." Bring things to do... Make this a fun time and enjoy yourself!!



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## CONTRACT FOR PHOTOGRAPHY

This contract is between Earl Betts Photography and \_\_\_\_\_  
to photograph \_\_\_\_\_  
to take place on the \_\_\_\_\_ day of \_\_\_\_\_, 2010 in

Coverage will begin at \_\_\_\_\_ HST and conclude at \_\_\_\_\_ HST.

### **1. Order.**

This constitutes an order for photography services. It is understood that all proofs, digital files, and sample prints remain the property of Earl Betts Photography and may be used for advertising, display or any purpose thought proper by Earl Betts Photography. It is a violation of the federal copyright law to allow photographs created by **Earl Betts Photography** to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered without our written permission. You agree not to scan, copy, or reproduce images in any manner without a written release.

### **2. Exclusive Photographer.**

Earl Betts Photography shall be the exclusive photographer retained by the Client for the purpose of photographing the event and all other photographic sittings specified herein. It is strictly prohibited for anyone else to use an image capturing device while Earl Betts Photography is photographing. If anyone is caught doing so during the event Earl Betts Photography reserves the right to end the session without rescheduling or returning the session fee. An image capturing device includes, but not limited to, digital cameras, film cameras, camcorders, camera phones, etc.

### **3. Right of Refusal.**

Earl Betts Photography reserves the right to end the session at any time for any reason should deemed necessary. Earl Betts Photography also reserves the right to refuse a requested location for any reason.

#### **4. Liability.**

Although all care will be taken with the images taken at the event, Earl Betts Photography limits any liability for loss, damage or failure to deliver pictures, for any reason, to return of all photographers fees paid.

#### **5. Reservation Fee.**

Upon signature and receipt of payment, Earl Betts Photography reserves the time and date agreed upon, and will not make other reservations for that time and date. For this reason all retainer fees are non-refundable unless cancellation is by Earl Betts Photography. The retainer fee for this session shall be in the amount of \$ \_\_\_\_\_

#### **6. Price.**

Agreed price of package is \$ \_\_\_\_\_

This shall include: \_\_\_\_\_ hours of photography time with Earl Betts Photography.

Additional time coverage not included in the package description will be billed at **\$75** per hour or **\$50** per half hour. Product payment is due within 15 business days of proofing session. Proofs will be available after this period at an increased cost.

#### **7. Shipping Liability.**

Albums, prints and all other products or materials will be shipped to address provided at the time of purchase. Items may be express shipped to the Client at the Client's expense by a shipping method that allows tracking of the package and with an appropriate amount of insurance. Liability for loss or damage of any items once they have entered into the custody of the shipping company will no longer rest with Earl Betts Photography but will transfer to the shipping company. The Client may stipulate in writing a specific shipping company and amount of insurance coverage, otherwise the client agrees to leave this choice up to Earl Betts Photography. Should the client request a shipping value greater then the photographer's value, the cost of said insurance will be billed to and paid for by the client prior to shipping.

#### **8. Change of Event Date.**

In the case of a change in date of event (reschedule), Earl Betts Photography may allow the booking to be moved to the new date at the sole discretion of Earl Betts Photography. Sudden illness or family emergencies are understood and allowed to be rescheduled at no addition charge with at least 24 hours notice. If a session needs to be rescheduled more than once, Earl Betts Photography reserves the right to charge an additional reservation fee. Re-shoots are solely at the discretion of the photographer and are not given for regretful personal choices such as hair and clothing choices.

### **9. Acts of God.**

Earl Betts Photography will not be held liable in the event of fire, strike, casualty, Act of God, or other cause beyond the control of the parties. If cancellation is due to Photographer's illness, then all payments to the photographer shall be refunded the Client but, shall have no further liability with respect to the Agreement.

### **10. Inclement weather.**

Earl Betts Photography will not be held liable in the event of environmental conditions beyond their control and reserves the right to decline photography outdoors in inclement weather. The client is responsible for alternate locations for any photographic services. Photography will not take place outdoors during inclement weather. **Earl Betts Photography reserves the sole right to deem the weather suitable or not for photographing the Client's session.** Should the Client desire to cancel the session due to weather, Earl Betts Photography also reserves the right to keep the reservation fee if they do not agree with the decision. All sessions canceled due to inclement weather at Earl Betts Photography's discretion will be rescheduled at a mutually agreeable time without any additional charges to the Client.

### **11. Inherent Defects.**

Although back-up equipment for most essential items is carried, Earl Betts Photography is not liable for damages, including but not limited to delay or omission arising from inherent equipment defects or fault, or other causes beyond its control. Liability in any event is limited to refund of all photographers fees paid.

### **12. Damage to Equipment.**

In the event any of the Photographer's equipment is damaged or destroyed, either accidentally or intentionally, by the Client, Client's children, guests and attendants, or employees of the Client, the Client is fully responsible for the equipment's replacement at current new market prices.

### **13. Arbitration.**

All disputes arising under this Agreement shall be submitted to binding arbitration before one year from the event date in \_\_\_\_\_ and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$200.00.

### **14. Miscellany.**

This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision

of this Agreement. The laws of the State of Hawaii shall govern this Agreement.

**15. After the Session.**

Once the session is completed, Earl Betts Photography will post a “Coming Soon” image on the public photography website within four business days unless the Client directly specifies not to. The remainder of the proofs will be completed within 3 – 4 weeks after the session. The Client is encouraged to invite all friends and family who might be interested in attending the proof viewing. A total of 25 – 30 proofs will be shown at the viewing from the session. These will be chosen by Earl Betts Photography and will be the only images available for purchase. The Client will have 15 days after the proof viewing to place an order before the images are archived. After 15 days images will be available at an increased Archival rate for a period of 1 year.

**16. Copyright.**

The Client understands all images are copyrighted by photographer, Earl Betts, and Earl Betts Photography. It is illegal and unlawful to scan, copy, or reproduce Earl Betts Photography’s work in any manner or medium and punishable by law with fines starting at \$150,000. As an artist, Earl Betts wishes to have complete control over the final look of his clients’ images, and scanned images damage his reputation as a photographer by distorting and devaluing the image quality. If requested, Earl Betts Photography will provide a disc of all unedited photographs taken at session for a cost of \$500.00 with a signed release to the images.

**16. Reservation Fee.**

A non-refundable retainer of \$150 is due at signing to bind this contract.

Client has received, read, understands and agrees to all terms of copyright in this agreement.

**Signature of Photographer**

\_\_\_\_\_

**Date** \_\_\_\_\_

**Signature of Contracting Party**

\_\_\_\_\_

**Date** \_\_\_\_\_