

# Ardent Images

Home of **Mythography Creations**® Fantasy Art  
 www.ardentimages.us www.mythographycreations.com 443-994-9020

## *Photography Commissioning Agreement*

<b>Client Name(s):</b>		<b>Today's Date:</b>	
<b>Address:</b>		<b>Session Date/Time:</b>	
<b>City, State, ZIP:</b>		<b>Session Location(s):</b>	
<b>Phone #s:</b>		<b>Privacy Level:</b>	Standard    Enhanced    Plus
<b>Email:</b>		<b>Creation Package:</b>	Gold    Silver    Mini    Custom
<b>Images of:</b> (name & description of subject(s) & objective of session)		<b>Type of Product(s):</b>	Portrait    Personal Art    Mythography Creations Other: _____
		<b>Select Style(s):</b>	Ethereal    Classical    Luminous Mythography    Other
		<b># Preview Images</b>	
<b>Payment Options:</b>	<input type="checkbox"/> Check (made to: <b>Ardent Images</b> ) <input type="checkbox"/> Credit card (via PayPal invoice) <input type="checkbox"/> Cash <input type="checkbox"/> Other:	<b>Previewing Options</b> (* = extra fee applies):	Image Consultation    Web (low res)* CD*    DVD*    4x5/4x6" proof prints*

**SPECIAL SERVICES, USAGE REQUIREMENTS, NOTES:**

**SUMMARY of CHARGES (see invoice and price lists for additional details):**

Creation Package (or custom work charges): .....	\$ _____
Options/Modifications to Creation Package: .....	\$ _____
.....	\$ _____
.....	\$ _____
.....	\$ _____
Minimum Purchase Pre-payment: .....	\$ _____
<b>TOTAL CHARGES (subtotal) .....</b>	<b>\$ _____</b>
6% MD Sales Tax .....	\$ _____
<b>TOTAL DUE .....</b>	<b>\$ _____</b>

On behalf of myself as the client, and everyone photographed in this session (and/or as parent/guardian of underage subject(s) in the session), I have read both the front and back (or attached second page) of this Agreement. I understand and accept the terms of this Agreement:

Client(s) signature- \_\_\_\_\_ Date- \_\_\_\_\_  
 (or parent or guardian for underage subject(s))

Photographer signature- \_\_\_\_\_ Date- \_\_\_\_\_

***This Agreement is subject to all the terms and conditions described on the back (or attached second) page.***

# Ardent Images, LLC

## *Photography Session Agreement - Portraits & Commissioned Images - continued*

### **TERMS and CONDITIONS**

**SERVICES:** The Client agrees to hire the Photographer for the services, date, time, and fees specified. The Client agrees to pay a good faith non-refundable retainer fee if specified or payment in full by the time of the session. It is understood that Ardent Images is the exclusive Photographer retained to perform the photographic services requested on this Agreement. No other cameras are allowed during the session unless by special agreement. The Photographer is under no obligation to produce or deliver any order, or portion of order, for which payment has not been received in full. In the case of a postponement or cancellation by Client of the event, session, or Agreement, any retainer fees paid are not refundable unless by agreement with the Photographer.

**PRIVACY/CONFIDENTIALITY:** The Client's privacy and confidentiality will be safeguarded according to the Privacy Level in effect for this session (Standard, Enhanced, or Plus, as documented in the Ardent Images Privacy Policy). This policy applies to Client's personal information, Client-Photographer communications, privacy during the session, and use/protection of the images created during the session.

**PHOTOGRAPHIC MATERIALS & IMAGES:** All photographic materials, including but not limited to original digital files, negatives, and proof prints shall be the exclusive property of the Photographer unless otherwise noted in this agreement. The Photographer agrees to provide an opportunity to view preview images from this session within 90 days of the session date, and to make available to the client prints for purchase. Prices for prints are set according to the Photographer's price list and are not included in this agreement. The Photographer agrees to keep all negatives and/or original digital files from this assignment for a period of two years from the session date and will remain the exclusive property of the Photographer.

**COPYRIGHT/REPRODUCTIONS:** The Client is obtaining images and prints for personal use only (unless indicated otherwise in this Agreement), and acknowledges that it is illegal to copy, scan, reproduce, or publish photographs created by Ardent Images or Jeff Knowles elsewhere without the Photographer's written permission. Violators of this Federal Law will be subject to its civil and criminal penalties. Please contact Jeff to request any duplication or publication permission. If permission is granted for use of the images in publication (newspapers, magazines, websites, advertisements, etc), the Client agrees to give photo credit in the form of "photo by Jeff Knowles / www.ardentimages.us", wherever these photos are used. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or outside the Photographer's place of business. The Photographer will not use images from this session for other purposes such as commercial gain without obtaining permission of the Client, and will only use them in accordance with the applicable privacy policy in effect.

**LIMITS OF LIABILITY:** Utmost care will be taken to provide high quality photographic services, processing, and products. However, in the unlikely case that an event or act outside Jeff Knowles' or Ardent Images, LLC's control causes failure to complete any of the photographs and/or services described in this agreement, liability of Jeff Knowles, Ardent Images, LLC, and their business partners is limited to replacement of the service or product, or when that is not feasible, a refund of moneys paid in the agreed or pro-rated amount. In the rare unforeseeable event that photographic materials from the session are destroyed, lost, or damaged while in the Photographer's care, the Photographer agrees to re-photograph, within reason, any simulated situation. The Photographer is also released from any and all liability arising out of their use of the photographs and the subject's likeness therein. The Client agrees not to make any claim against the Photographer as a result of the use of the photographs, included, without limitation, any claim that such use invades any right of privacy and/or publicity, defamation, libel and other personal and/or property right.