



Newborn Model Call Session Portrait Agreement

Client Name: _____

Address: _____

City: _____ State: _____

ZIP: _____

Daytime Phone: _____ Cell Phone: _____

Email: _____

Portrait Appointment Date: _____ Time: _____

Location: _____

Persons to be Photographed (Please indicate minors by listing age and birth date.):

Additional Comments/Special Requests:

Initials _____

Your session is complimentary which includes the following:

- Up to 3 hour photo session for the reserved date and time
- 20 images in online password protected gallery
- 5 complimentary digital image downloadable for FREE
- Follow up consultation to review and order your images
- *Additional items are available for purchase: Proof Portfolio of all 20 images, various print sizes, 4x8 Accordion Book, 12 x 12 Leather Photo Album, and much more...*

Terms and Conditions

- It is understood Tamieka Smith Photography is the exclusive official photographer retained to perform the photographic services requested on the contract.
- Upon signature, Tamieka Smith Photography shall reserve the time and date agreed upon. **There are no sitting fees associated with this Newborn Model Call.** If the portrait session is rescheduled or canceled for inclement weather, there will be no additional charges.
- If, in the opinion of the photographer, inclement weather or other adverse conditions prevent the creation of a portrait meeting to the artistic standards of Tamieka Smith Photography, photographer may elect to use an alternate location or to reschedule the portrait.
- If any products are order beyond what's included in the complimentary session, no part of any order, including previews, will not be delivered until the balance is paid in full.
- Tamieka Smith Photography reserves the right to use images created under this contract for advertising, display, publication or other purposes. The client signing this contract warrants that he or she has actual authority to agree to the use of the likeness of all persons included in the portrait in this manner and shall indemnify and defend Tamieka Smith Photography in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of Tamieka Smith Photography.
- In the event Tamieka Smith Photography is not able to provide services on your scheduled date and time due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographer's illness or emergency, your session will be rescheduled. This would only be if absolutely necessary and is not expected to be a possibility.
- If Tamieka Smith Photography cannot 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 the Photographer's illness or emergency, Tamieka Smith Photography 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 media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event Tamieka Smith Photography fails to perform for any other reason, Tamieka Smith Photography shall not be liable for any amount in excess of all monies paid.

- Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and client releases Tamieka Smith Photography from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
- The charges in the contract are based on Tamieka Smith Photography's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
- NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Tamieka Smith Photography's permission. Violators of this Federal Law will be subject to its civil and criminal penalties.
- This contract incorporates the entire understanding of the parties and is governed by the laws of the State of Virginia. Any modifications of this contract must be in writing and signed by both parties.

I have read and understand this agreement, including the terms and conditions, and agree to be bound by them:

Client Signature _____ Date _____

Photographer Signature _____ Date _____

Newborn Session Information

This is such a special time for you and your family--the addition of a new, sweet baby. I want to help you savor those memories of your sweet, little one.

When to Schedule:

Newborn sessions are best in the first two weeks of your baby's birth. During this time, your baby still sleeps a lot and his or her complexion is clear. When you call to schedule your appointment, your session will be reserved for an approximate time frame. Notify me as soon as possible when your baby is born to set a firm date.

Before the Session:

Relax!! I have four children, so I am very familiar with the stress, fatigue, and emotions those first days home with baby may bring. Please, don't worry about having a perfect house. I just need a little space and am more than happy to move a few things around if needed (and move them back).

What to Expect at Your Baby's Session:

I will arrive at your home approximately 30 minutes before the scheduled time of your session. This gives me time to set up equipment and props without taking time away from your session. I prefer to use natural light for newborn photos. Most homes have an un-obstructed window that provides the necessary light. If needed, I will bring studio lighting, but does require more space.

Baby's session can include any combination of the following: baby only, siblings and baby, parents and baby, family and baby. Baby calls the shots! Babies are little people, individuals with their own likes, dislikes and personality. If baby wants to eat, we'll take a break. If baby wants to swaddle, we'll swaddle him/her. I'll work with you and your baby to have a successful session.

Reviewing your Photos:

After your session, we will set up a follow-up appointment approximately one week later to view and order your photos.

Business Policy:

Please review [Tamiaka Smith Photography's Business Policy](#).

Newborn Model Call Contract:

Please submit this completed contract (pages 1-3) via email (tamiaka@tamieka-smith-photography.com) or at the start of the session.