

Subjects.....
 address.....
 home phone.....cell.....
 email address.....
 session fee, length, location



Location portrait sessions details and terms

The session being scheduled and agreed upon shall include:

- Up to: About 1 hour of photography time by Eric Bakken. The photographer may end the session at his discretion if he has captured adequate images both in terms of quality and quantity. If session ends prior to 1 hour, there will be no refund or credit of unused time.
- I will show between 50 – 120 images from an average session. If the total number of images is above or below this amount, there will be no credits given or extra charges applied.
- You are responsible for selecting your favorite portraits within 2 weeks of your proofs being put online.
- At your portrait session or before we will schedule an at-home ordering session within 4 weeks of your portrait session. At your ordering session you will view your proofs, browse our product offerings and print sizes, and place your print and product orders. Please be prepared to place your portrait order during this ordering session. Payment in full is expected at the completion of your ordering session the form of a personal check. You may also order packages of digital files. Please visit ericbakken.com to view current package pricing.
- If an additional in-home ordering session is needed, a \$100 fee will apply.
- Due to the large amount of storage space needed for today’s digital imaging technology and the large quantity of images I create each year, I can only keep your images online and in my system or 60 days. After 60 days, your images will be deleted. If you decide not to place an order, your portrait files will be deleted and will not be available for future orders.
- Bakken Photography reserves the right to refuse a requested location for any reason.
- The client agrees and understands that the type of work I will produce will be of similar style and caliber to the images shown on my website. The clients agrees to allow the Photographer complete creative control over the location of the session as well as any poses or lack thereof at the session.
- Clients agrees to communicate the details of this agreement and contract to all adult subjects involved in the session.

Preparing for your session (parents, chill out, your kids will be great)

More important than arriving on time or with your children’s clothing all on their bodies is that you arrive at the portrait session with a great attitude. Parents, in my experience, it’s better to give a little and let me begin working with your kids than to become frustrated with a child’s behavior before or during the session. From my experience as a kindergarten teacher and parent of 3 young children, I have many tricks I can use to quickly change the direction of a child’s behavior. I need parents to arrive ready to laugh and play with their children. If the adults are in a stressed mood, it changes the entire dynamic of the session. If the kids are on fire when the session is to begin, take a deep breath, pour a glass of wine (if you don’t have to drive), and relax. I’m good at working with children, let me do some magic.

Proofs, prints, and retouching

Any prints that are ordered or used in a custom book or album will be carefully adjusted for color, tone, density and contrast. Retouching must be requested and ordered by the client at a price of \$10 per image. If retouching instructions are not noted on the order form, the photographer is not responsible for any retouching of the image. Retouching means correcting various elements in an image such as minor physical flaws (bags under eyes, teeth whitening, eyes whitening, clearing of skin, major stray hairs, etc.) Bakken Photography is granted total artistic control over the final image and the clients understands that these are the steps I will take when retouching an image.

Service agreement and liability

This confirms our contracting Agreement: We agree that Bakken Photography, LLC shall provide services to photograph you to the best of our abilities in accordance with the portrait session selected. Every effort will be made to assure your satisfaction according to industry standards. Any artistic interpretations by the photographer will be deemed acceptable and correct. If you are not satisfied with your images through fault of Bakken Photography your images will be retaken. If you are not satisfied with your products through fault of Bakken Photography, they will be replaced. Notification of dissatisfaction must be received in writing within one week of receipt of images or upon receipt of products in order to receive a replacement. We will do all that we can to ensure that you are satisfied with your images and products. We cannot be responsible for dissatisfaction due to circumstances beyond our control. In the event that photographic materials are damaged or lost through camera or computer malfunction the photographer liability will be limited to a retake of the session whenever possible or a refund of the cost of the session fee if images cannot be retaken. If the session fee must be refunded, Bakken Photography will have no further obligation to the client.

Retainer, payment and pricing

The client shall remit a \$100 booking retainer within 24 hours of scheduling a session to reserve the date and services of their portrait session. This retainer will be applied to the session fee if the session is not rescheduled or missed. I am very understanding with rescheduling due to illness, and always am flexible if I determine the weather will not allow me to produce excellent images. Your retainer will be forfeited if a session is canceled for non-urgent reasons such as sporting events or travel. Any charges incurred in shipping prints or products will be billed to the client. Prices for prints and products are valid for a period of thirty days after the date of your session. The total balance due for any orders placed must be paid in full prior to any work beginning on the ordered images or products. Complete pricing can be found at

<http://ericbakken.com/kids/index.php/pricing>

Copyright and reproduction

The client agrees that all copyrights and/or intellectual property rights for all photographs taken at that session shall be held exclusively by Bakken Photography, LLC. It is a violation of federal copyright law to allow photographs created by Bakken Photography, LLC 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.

Model Release The client grants that Bakken Photography, LLC may use any images taken at the session for the promotion of its business and services. Including, but not limited to: website, weblog, studio displays, mailing pieces and promotional materials, product display and other advertising pieces.

The undersigned have read and agreed to all terms on all pages of this agreement:

client.....date.....