

Photography Session Agreement

Date

The contract is between the Photographer and the Client as detailed below:
Beyond the Box Photography by _____ (referred to hereafter as "Photographer")



CLIENT INFORMATION

The Client agrees that he/she is responsible for all parties involved with the agreed upon photo session.

Summary

The Photographer is responsible for providing the Client a photographic service as detailed in this Agreement. The Client undertakes to engage the Photographer for this coverage for the price as detailed below.

Coverage

Coverage will be provided by the Photographer as follows:



TYPE OF SESSION

Standard Portrait Session (\$179): Unlimited Time (usually ~1-2 Hours), free expert touch up and image enhancements, Image Premier and Design Consultation

Beauty or Boudoir Session (\$279): Unlimited Time (usually ~2- 3 Hour Coverage), professional hair and makeup, free expert touch ups and image enhancements, Image Premier and Design Consultation

Senior Portrait Session (\$229): Unlimited Time (usually ~1- 2 Hour Coverage), unlimited locations and wardrobe changes, free expert touch ups and image enhancements, Image Premier and Design Consultation

Mini Portrait Session(\$99): 1/2 hour, individual, free expert touch ups and image enhancements, Image Premier and Design Consultation

Other: Special Sessions (please specify below)



SESSION DATE AND TIME

Coverage will end as specified in the Type of Session noted above.



LOCATION OF SESSION

Coverage will end as specified in the Type of Session noted above.



AGREEMENT TERMS & CONDITIONS [1/4]

PAYMENT ARRANGEMENT: The Client will pay the Photographer the total retainer specified and any pre-session purchase of photographic products, plus excess mileage and/or lodging. Half of the Non-Refundable Retainer is due at the time of booking. The remaining balance is due prior to the photo session.

CANCELLATION/POSTPONEMENT: Client understands that by entering into this agreement, Photographer is foregoing other photographic jobs. In the event of a cancellation or postponement of the portrait session/ agreement by Client, the retainers paid are non-refundable. Retainers are transferable if a date change is necessary. Forty-eight hours (48) notice of postponements or cancellations is appreciated. If it is not possible for a session to take place on a scheduled day due to weather, Photographer and Client will reschedule on an agreed date at the earliest date possible, with no additional charge.

COOPERATION/NO SHOWS: Photographer is not responsible if Client and/or key individuals fail to appear or cooperate during photo sessions, or for missed images due to details not revealed to Photographer. Photographer's camera is the only camera allowed at the photo session because of the distraction it causes and hinders Photographer's ability to obtain quality shots. The session can be rescheduled at the original session retainer, including an additional 25% retainer.

RESHOOT S: In the unlikely event that Client is completely dissatisfied with the final results, Photographer will reshoot the session at no additional charge one time. The client is then able to order prints from the second portrait session only. If the Client should be unsatisfied with the results of the second session, all monies paid will be refunded and the Client will not retain any of the images. The Photographer will still have all rights to the Images of the session as set forth in this Agreement.

IMAGE PREMIER & ORDERING SESSION/ SESSION PROOFS: All sessions include an Image Premier and Ordering session which will occur approximately 2 weeks after the session. This appointment is set at the time of the session or before. This session is to choose your images and place your print order. All decision makers must attend. This is the only time to view all edited images. Additional Ordering Sessions will incur an additional fee of \$150.

PRINTS: All print orders include a digital copy of the print in an equal size to the print ordered as well as a digital copy for sharing on social media.

PRINT RETAINERS: Prints are available either individually or in print packages. All prints include standard retouching Prints and products are generally delivered two to four weeks after Client's print order has been paid in full (Albums may take longer due to lab production). Rush printing and shipping can reduce delivery times by one to two weeks. A 50% rush fee is applied to the cost of each rush print. All print fees are subject to Florida 6.5% sales tax.

PRINT/ORDER CREDIT: Any and all print credit or pre-session purchase of packages or products are not redeemable for cash.



AGREEMENT TERMS & CONDITIONS [2/4]

IMAGE STORAGE: Ordered images will remain on file for one year from the date of the portrait session. Unordered images will be purged after 30 days from the date of the first viewing. It is highly recommended that Client backs up any digital images on another media format other than the USB and/or DVD. Photographer cannot be held responsible for the failure of USB and/or DVD due to mishandling. It is the Client's responsibility to keep several copies of any CDs/DVDs in more than one location, and back the images up on another format such as a hard drive. Once the images are in the hands of the client, it is the client's responsibility to save the images. Backing up your images is very important.

RETOUCHING: Standard retouching includes light blemish and stray hair removal. Complex retouching includes such changes as the removal of scars or heavy blemishes. Complex retouching is done at a rate of \$30 per hour per image. Photographer has the right to refuse any requested edits to the images. Photographer retains the right to edit the photographs as she sees fit based on experience and expertise and omits any image(s) that do not meet her standards.

PRINT LIFE: Client is aware that color dyes and inks in prints may fade or discolor over time due to the inherent qualities of dyes and inks, and Client releases Photographer from any liability for claims whatsoever based upon the fading or discoloration due to the inherent qualities.

DIGITAL NEGATIVES, PRINTS & COPYRIGHT: All images and copyrights are the property of Photographer. In exchange for services provided, Photographer retains the exclusive right to copy, edit and distribute any/all images created under this agreement, to the general public, for any reason, including but not limited to: advertising, marketing, sales, print competitions, educational seminars, and monetary gain. The mediums for display could include newspapers, magazines, books, television, and the internet, but are not limited to only those mediums. The Photographer retains these rights even if image files are turned over to the Client. The RAW/unedited images remain the sole property of Photographer and will never be given or sold.

The Copyright Act protects photographers by giving the creator of the photograph the exclusive rights to copy, edit and distribute the image by sale or transfer. These exclusive rights make it illegal to copy, scan, edit or share photographic prints and digital media without the photographer's permission. Violators of this Federal Law will be subject to its civil and criminal penalties.

The images that are being provided to you are licensed to you for any reason personal, including but not limited to: printing, copying, emailing, and web publishing. Your license does not include use that results in financial gain, including but not limited to: advertising, stock photography, print sale profits, or resale of any nature. The photographer may revoke this license at any time and for any reason. Photographer retains all copyrights to the images and derivative works thereof.

If you are posting any of the digital files to social media (Facebook, Twitter, Pinterest, Instagram etc.) OR if you share or use any digital files from either Facebook or my website, you may not alter the image in any way (no words or filters added).



AGREEMENT TERMS & CONDITIONS [3/4]

MODEL RELEASE: Client grants to Photographer and her legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of Client, Client's child or children, or in which Client may be included for editorial, trade, advertising and other purposes, and in any other manner and medium; to alter the same without restriction, and to copyright the same. Client hereby releases Photographer and her legal representatives and assigns from all claims and liability relating to said photographs. In regards to Boudoir Sessions, because of the intimate nature of the photographs, no images that contain nudity will be published. Any use of the Photographs by Photographer will be restricted to images that do not contain Client's face. Photographer will not use any photos of the Client's face without express permission. Initial here if you wish to not have your images posted on any social media platforms.

EXHIBITION: Client grants Photographer permission to display selected images resulting from this assignment as an example of Photographer's work and for entrance into photographic competitions and releases all claims to profits that may arise from the use of images.

LIMIT OF LIABILITY: We take the utmost care with respect to the exposure, retouching, and transportation of digital captures, proofs, and prints. However, in the unlikely event that all the originals are lost, stolen, damaged or destroyed within or beyond Photographer's control, Photographer's liability is limited to the refund of all payments received, or a reshoot can be scheduled at no additional cost. The limit of liability for partial loss or damage of originals shall be a prorated amount of the total amount, based on the percentage of originals lost or damaged. In the unlikely event that Photographer is injured or becomes too ill to attend the portrait session, Photographer will make every effort to reschedule to the earliest possible date. If the situation should occur, and the portrait session must take place on the scheduled date, Photographer will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability are limited to the return of all payments received.

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstance, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for the indirect or consequential loss.



AGREEMENT TERMS & CONDITIONS [4/4]

CHANGES TO THIS AGREEMENT: There may be additional charges if changes are made to this agreement. The client may increase the period of Photographer's service on the portrait date, provided Photographer is available during the time requested. Added expenses resulting from such change, including additional service cost, digital capture costs, and change-related retainers will be added on to the final balance and will be paid in full by Client prior to delivery of the proof book. The client may not decrease the period of Photographer's service on the portrait date. If the period of Photographer's service is cut short by reason of fire, casualty, death, the act of God or other cause beyond the control of the parties, Photographer shall still receive the total retainers outlined in this Contract.

INDEPENDENT CONTRACTOR: This Contract is not to be construed as an employment agreement in any way. The Photographer functions as an independent contractor.

ENTIRE AGREEMENT: This agreement contains the entire understanding between Photographer and Client. It supersedes all prior agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, it does not mean that any other provision is also waived.

The undersigned have read and understood the contract and agree to the terms and conditions in their entirety.



CLIENT SIGNATURE

Client Signature

Date Signed



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