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Client’s Name (Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Client’s Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client’s Telephone Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alternate Telephone Contact: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contract:**

As of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020

(Client’s name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as “Client,” enters into the following agreement with *The Imagery Photography*, hereafter referred to as “Photographer.” This contract constitutes the entire agreement between both parties and will apply to all future transactions.

**A. Session Fee:**

Client agrees to pay the photographer a session fee of $\_\_\_\_\_\_\_\_\_ before the session starts. A deposit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is required before the date of your session. This deposit is a non-refundable fee. Your total session fee covers the time and talent of the photographer, basic retouching and creative editing of images, as determined by the photographer, and a gallery of images ( 15 images images), or as the package states for the session you select.

**B. Location Costs & Fee**

If there are any costs/fees associated with the location the client has chosen for their session, you, the client, will be responsible for those fees. The photographer will not guarantee or arrange payment on any location. Session fee covers travel within 30 miles of the Warren/New Baltimore area. Any location outside of these limits will be subject to an additional charge of $.52/mile as part of the agreement.

**C. Rescheduling:**

If an illness or situation prevents a photo session from taking place, clients may call the photographer to reschedule their photo session at least 24 hours prior to their shoot

without penalty. Should the client fail to give 24 hours notice, or decide to completely cancel the shoot, the session fee is still required. The photographer reserves the right to

reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control.

**D. Re-shoots:**

Re-shoots are determined at the discretion of the photographer. Re-shoots will not be given for poor choices of clothing, make-up, hair or weather related issues, or by not following the recommendations of the photographer.

**E. Proofs:**

Proofing (Viewing) of client’s images will be available for viewing within 2-3 weeks of session date in a password-protected web-gallery.

**F. Ordering:**

Due to the custom nature of each session, all sales are final. Client must be absolutely sure of their purchase prior to the end of your ordering session, as print orders are placed to our lab within one to two (1-2) business day(s) of your session.

**G. Archive:**

All images will be available for ordering up to three (3) months following the client viewing date. After three (3) months, all images will be purged from the photographer's hard-drive, except as needed for promotional purposes, to be determined by the photographer at the photographer’s sole discretion. Photographer is not responsible for loss or damage to the digital files due to circumstances beyond the photographer's control.

**H. Payment:**

All payments are due in full unless payment arrangements have been made. Orders will not be processed until payment in full is received. If client has arranged a payment plan, order will be placed after the final payment has been received.

**I. Damage:**

Photographers are not responsible for the damage of portraits after delivery to clients, including damage caused during transit by US mail, UPS, and any other form of delivery system used. Client assumes all responsibility for the safety of all portraits upon receipt. All portraits sent via USPS can be insured and require delivery confirmation upon client’s request and at client’s expense.

**J. Model Release:**

By signing this release I hereby give *The Imagery* and their photographers my permission to license the content and to use the content in any media for any purpose (except defamatory.) This contract serves as a model release giving the Photographers the irrevocable right to use the photographs in all forms and in all media and in all manners without restriction as to changes or alterations, for advertising, trade, promotion, exhibition or any other lawful purposes. The Photographers can grant use of the images to third parties and all compensation for use and credit for the images remain the property of *The Imagery Photography*. Client waives any right to inspect or approve the photographs, finished versions incorporating the photographs or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs and assigns. The Client recognizes and agrees that the Photographers may reproduce, publish (including internet), exhibit and otherwise use images created without specific identification of persons or events as samples of work to be shown to prospective clients, for instructional purposes and as samples of work to be displayed for marketing or competition.

**K. Liability:**

The Photographers are not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and for themselves and release photographer(s) from any claims against their person or their business.

**L. Copyright & Penalty:**

The Imagery Photography retains all rights to all images created during the client's session. A print release may be purchased with digital files to print portraits for personal use up to designated size listed on print release. It is illegal to copy, scan, download, print, share, or alter any image created by The Imagery Photography during a client's photo session.

**M. Agreement:**

This agreement is not valid until it is signed by the Client and the Photographer. This is a binding contract and incorporates the entire understanding between the Client and The Imagery Photography. Any modifications of this contract must be in writing, signed by all parties and attached to the original agreement. The Client signing below will be fully responsible for ensuring that full payment is made according to the terms of this contract.

**N. Signatures:**

Client’s Name (Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Clients Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Photographer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Photographer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**How to contact us:**

Photographers: Sharon Sylvester 586-703-4427

Shannon Sylvester 586-980-2271

Email: [TheImageryPhotography@gmail.com](mailto:TheImageryPhotography@gmail.com)

Website:  [https://www.theimagery.org](https://www.theimagery.org/)