

BRAD + RACHEL PHOTOGRAPHY

Photography Agreement & Model Release

Client Name:

Client Email:

Date of Session:

Location of Session:

Session info:

Final image count:

Session fee:

(50% initial payment due upon signing this contract. This reserves your booking.
Remaining 50% is due 48 hours before your session.)

Initials: _____

PHOTOGRAPHY SESSION: This Contract, entered on DATE (described in the field above) is between Brad & Rachel Photography and the client (as identified above) the undersigned (or "Client"), relating to the photography session for "Services" that will take place on the Date described in our previous discussion via email. The Services to be performed by Brad & Rachel Photography and the prices to be charged for such Services are set forth within this Contract. The terms, conditions, and obligations of this Contract shall be performed as set forth herein.

SERVICE COVERAGE: The parties agree that Brad & Rachel Photography will furnish the Services on the date and time agreed to above. In return, Client agrees to abide by the payment guidelines, terms, and conditions identified in this Contract.

PAYMENT POLICY AND EXPENSES: A non-refundable initial payment of 50% shall be paid to Brad & Rachel Photography by Client upon entering into this Contract in order to reserve Brad & Rachel Photography's services on the date specified above.

Forms of payment accepted are cash or VENMO to @*****. Checks are accepted for shoot deposits ONLY. The check must clear before your date is guaranteed. If a check bounces, there is a \$35 fee added.

Client agrees to pay Brad & Rachel Photography the full amount due for these Services 7 days prior to session date. Non-payment of any fees as described above releases Brad & Rachel Photography from any and all obligations defined in this Contract. In the event of non-payment, Brad & Rachel Photography will retain any payments made by Client without any obligation to perform photographic duties, and retain any remedy available at law or equity.

Any entrance, permit, or parking fees incurred by photographer for Services above the amount of \$10 will be paid for by Client. All fees incurred in relation to Services, including travel, bounced check, and entrance, permit, or parking fees, will be paid before photos are delivered.

CANCELLATION POLICY: For all cancellations, Brad & Rachel Photography reserves the right to reschedule at their sole discretion, and 50% initial payment will not be returned. In the event Client wishes to cancel the session for the above appointed time without 48-hr notice, Client forfeits any payments made. Any travel fees Brad & Rachel Photography has already incurred in relation to client's photoshoot (i.e. plane tickets, hotel reservations) will not be refunded.

In the event that Client arrives after scheduled time, the amount of time late will be deducted from the time allotted for the shoot. For this reason, arriving 15 minutes early is recommended. Clients shall not be compensated for the time deducted from the session due to late arrival by the client.

PACKAGE AND DELIVERY: Client agrees and understands that Brad & Rachel Photography will deliver only edited, digital images in connection with these Services. Photographer has the right to select the final images. Photographer will deliver all quality images. There will be no additional images available for purchase. The Photographer will do their best to get the photos that Client requests, however, the Photographer cannot guarantee that a certain image or pose will make the final cut. Client will not receive unedited images or RAW files under any circumstances.

Every effort will be made to deliver final, edited images within 30 days of the above noted date for the Services. Photographer cannot be held responsible for delays due to illness, technical difficulty, or other emergency. Delivery shall be via digital gallery which will be available online for 30 days after delivery. After the 30 days has expired, the fee for reopening a gallery is \$50. Prints purchased after the 30-day window has closed may incur a handling fee.

Any extensive editing beyond the normal scope will cost an additional \$20/image according to client's request. Photographer has the right to deny any request for extreme edits.

RETENTION OF DELIVERED FILES: Once the image files are delivered to the Client, it is the Client's sole responsibility to protect and retain their images for the future. It is highly recommended that DVDs or USB drives be duplicated and stored in multiple locations that are cool and dry. If client requires old files to be duplicated by the Photographer, and they are still within the Photographer's possession, a restocking fee may be applied.

ARTISTIC RIGHT: The Client understands that the quantity of photographs taken at the event can vary greatly and that photography by nature is an art, subject to the creativity of the Photographer and their personal artistic style. The Client understands that he/she has chosen the Photographer because of their Photographic style, and will grant the Photographer the right to exercise her creativity in the interest of creating the best images possible. The Client understands he/she may not demand a refund, or a redo due to differences in artistic preferences of the final images.

The Client agrees that Brad & Rachel Photography will have complete creative control during the photo session and in post-processing. The images will be delivered in JPEG format with a mix of color and black and white images, deemed appropriate by the photographer. Client may not re-edit photos in anyway including but not limited to Instagram filters.

Any extensive editing beyond the normal scope will cost an additional \$20/image according to client's request. Photographer has the right to deny any request for extreme edits.

PRINT RELEASE: Upon delivery of the digital images, the permission to physically print the images is released to Client with the understanding that Brad & Rachel Photography still owns the right to reproduce or publicly display any image. Should client choose to make physical prints of the images produced in connection with this agreement, Brad & Rachel Photography will not be held liable, responsible, or answerable to the quality of the physical prints not printed by Brad & Rachel Photography.

FEDERAL COPYRIGHT LAWS: Brad & Rachel Photography owns all copyrights for any and all images produced in connection with this agreement, including the exclusive right to reproduce or publicly display such images. Any reproduction of any image produced in connection with this agreement is prohibited without specific written consent of Brad & Rachel Photography. The parties agree that Brad & Rachel Photography may reproduce, publish or exhibit any and all photographs taken in connection with this agreement. The parties agree that only Brad & Rachel Photography has permission to use the images taken in connection with this agreement in any way, including, to advertise, blog, share on social media websites, enter contests, and use as examples for future clients and portfolios.

When Client publishes photos online, it is required that citation of photographer be made. The client agrees that they will under no circumstances alter the photographs. The client agrees to be responsible for any family member or friend who posts our photographs online and agrees that they cannot be edited in any way.

LIMITATION OF LIABILITY: Client understands that providing photographic services may result in full or partial loss of images. Therefore Client agrees to limit Brad & Rachel Photography's liability to Client for any claim or injury arising from performance or technical difficulties to a credit for future services, to be provided at Brad & Rachel Photography's sole discretion. If all original images concerning a certain session are lost, Brad & Rachel Photography's liability will be limited to a credit for future photographic services to be scheduled at Brad & Rachel Photography's sole discretion. Client understands and agrees that Brad & Rachel Photography cannot guarantee delivery of any specifically requested image or images.

Client will not hold Photographer or the owner of the property liable for any injury that may occur during the session.

In the event Brad & Rachel Photography cancels these Services due to a personal illness, tragedy, act of God, inclement weather, natural disaster, or occurrence of any other circumstance beyond the control of Brad & Rachel Photography, Brad & Rachel Photography's liability will be limited to making all reasonable efforts to reschedule a new session for Client at Brad & Rachel Photography's sole discretion. In no event will Brad & Rachel Photography's liability exceed the amount actually paid for these Services.

Client agrees that once services are provided, Brad & Rachel Photography is under no obligation to return any amount of money to Client for any reason other than those reasons set forth in this agreement. Client further releases Brad & Rachel Photography, or her agents, from any liability arising from any act of negligence by Brad & Rachel Photography or her agents.

ATTORNEY FEES: In the event Photographer files suit to enforce any term or condition herein, Photographer is entitled to expenses of litigation, including reasonable attorney fees.

MODEL RELEASE: I, the undersigned, do hereby consent and agree that Brad & Rachel Photography has the right to take photographs, videotape, or digital recordings of me/my children/my family members and to use these in any and all media, now or hereafter known. I further consent that my name and identity may be revealed therein or by descriptive text or commentary. I do hereby release to Brad & Rachel Photography all rights to exhibit this work in print and electronic form publicly or privately. I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used. I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback. I understand that Brad & Rachel Photography is not responsible for any expense or liability incurred as a result of my participation in this recording, including medical expenses due to any sickness or injury incurred as a result. Moreover, I am the parent or guardian of the minor child named below and I have the legal authority to execute this release on behalf of the child. In consideration of the child's engagement as a model and for other valuable consideration received Photographer and Photographer's heirs, legal representatives, and assigns the irrevocable, perpetual, and unrestricted right to take and use photographs of the child named below taken by the Photographer in all forms, media and manners, in conjunction with the child's or a fictitious name, for advertising, trade, promotion, exhibition, or any other lawful purposes.

CHOICE OF LAW: Brad & Rachel Photography and Client agree that this Contract shall be governed by the laws of the State of California (and where applicable, Federal Copyright law) without regard for that state's choice of law provisions. Brad & Rachel Photography and Client further agree that any claim arising from this Contract will be adjudicated in and by the courts of the State of California. Brad & Rachel Photography and Client further agree that due to the nature of this Contract, it may be necessary to seek and obtain equitable relief from a court to enforce the provisions of this Contract.

ENTIRE AGREEMENT: This Contract sets forth the entire agreement between Client and Brad & Rachel Photography relating to the subject matter herein, and fully supersedes any and all prior agreements or understandings between Client and Brad & Rachel Photography relating to the subject matter herein, whether oral, written, or implied.

MODIFICATION OF THIS AGREEMENT: Client and Brad & Rachel Photography agree that this Contract can only be modified in writing, signed by both parties. This Contract cannot be modified orally or by course of dealing between the parties.

Signature of Client: _____

Date: _____

Signature of Photographer: _____

Date: _____