

# Contract

This is an agreement between London's Lens and you, our client, for portrait photography to be shot during a session.

This agreement is between London Stokes, owner of London's Lens, hereinafter referred to as the "Photographer", and the signers of this portrait photography agreement, hereinafter referred to as the "Clients", collectively referred to as the "Parties", with the portrait session detailed below.

The contract terms, agreement, and current price list are the only legally binding documents between the Parties.

## **Agreement Overview**

This agreement contains the entire understanding between the Photographer and the Client. It supersedes all prior and simultaneous 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, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

## **Change of Date or Location**

The Photographer must be notified immediately of any changes in schedule or location, at least 24 hours prior to the scheduled date of event. Notification of any changes can be made by phone or email. If the notification is made via phone, a written notice is then sent via email so all parties have verification and documentation. In the event of change of address or contact information (time, etc.) as listed, you must notify the Photographer.

The Photographer will make every effort to contact the Client to confirm details of the event, but it is the Client's responsibility to contact the Photographer to confirm all events and times. If you fail to show up at your agreed upon location and time, your retainer fee will not be refunded. The Photographer will wait up to 15 minutes for a late client to arrive. If you do not arrive or contact the photographer within that 15 minutes the photographer will not remain on site and will deem the session canceled by the Client. The retainer fee will not be refunded. If the Client contacts the Photographer within the first 15 minutes of the session to give a new arrival time the Photographer will do all in her power to accommodate the new start time or recommend a reschedule depending on the situation. In the case that the Photographer is late by more than 15 minutes without contacting the Client a full refund will be given. If the photographer is going to be more than 15 minutes to the location they will contact the Client to verify the new start time, reschedule or refund depending on the situation of both Parties.

## **Cancellation**

The Client understands that by entering into this agreement, the Photographer is foregoing other photographic jobs. There shall be no refund of retainer after the signing of the Agreement and the reservation of the photography date. Cancellation must be in writing even if a phone call was made to inform the Photographer of the cancellation. Cancellations made within 24 hours prior to the session can apply the retainer to the new session time. This transfer can happen once. A second cancellation will require a new retainer be paid to schedule. Cancellations made in less than a 24 hour period require a new retainer if a new session time is requested by the Client.

**Retainer and Payment:** A \$50 Retainer is due when the Client books with the Photographer, to hold your spot. This can be used to reduce the cost of your sitting, or towards prints. It is non-refundable. Payments can be done via cash, check or PayPal.

**Copyright, Usage and Reproductions:** The photographer shall own the copyright of all images and will have the right to make reproductions or to use the images for any promotional or personal use they deem fit. It is illegal to copy, edit or reproduce these professional designs or photographs anywhere else without the photographers permission and violators of this Federal Law will be subject to it's civil and criminal penalties. By no means will you take credit for the work, nor submit the work to magazines, newspapers, online contest and so forth without the expressed permission of the Photographer.

**Creative License:** While the Photographer does capture many images during your session, the Client understands that he/she will see only those images selected by the Photographer for previewing. All edits are at the discretion and creative control of the Photographer. Each image is rendered carefully to ensure maximum artistry and technical perfection. Images with eyes closed, heads turned, duplicates, etc., will not be shown and are removed from the archives permanently after the artist rendering is complete. The Photographer is responsible for all images chosen and can delete any images at their discretion.

Images are edited at the Photographer's discretion, and delivered galleries may not include all images shot. The Photographer reserves the creative rights to edit and release only those images deemed creditable as professional in quality and within the photographer's artistic standards.

**Editing:** The Clients MAY NOT edit or alter any photos taken by the Photographer. This includes but is not limited to Instagram Filters, Quick Edit Apps, Photoshop, etc. Basic and creative edits are completed on every offered image. Extensive additional edits will be available for a fee depending on the need of the edit.

**Raw/Unedited Images:** Under NO CIRCUMSTANCES will the Photographer give the Client any RAW or unedited images. Requests for such images will be denied.

**Clients Usage:** When purchased the client is obtaining prints for personal use only and cannot sell said prints or authorize any reproductions. If a CD/USB or otherwise Digital Files with print rights is purchased the client may make as many reprints of their photographs as they would like for personal use. A print release will come with the digital media.

**Printing:** The Photographer will not be liable for print quality, cropping or color defects of any photos that are printed at a consumer lab or home printer. Quality guarantee only applies on orders placed through London's Lens directly.

**Inherent Qualities:** The client is aware that color dyes in any design or product may fade or discolor over time due to inherent qualities of dyes. The client releases the photographer from any liability for any claims whatsoever. The client is aware that the photographer is not responsible for the place where they chose to get their additional prints from should the client purchase digital media with release. Retail stores may print at lower end printers. These, as well as home printers, might not do the photographs justice. The client is also aware that the images on the web are at a low resolution suitable for viewing online, but will not produce quality printed images.

**Exclusive Photographer:** The Photographer shall be the exclusive photographer(s) retained by the Client for the purpose of the portrait photography. Family and friends of the clients shall not interfere with the Photographer's duties. The Client agrees not to use or allow any member of their party to use cell phones, personal cameras, or camcorders to take pictures or record any of the session without first asking and obtaining approval. The Photographer loves "Behind the Scenes" images taken and shared, and asks that share the image with the Photographer. No images of JUST the set up/clients are to be taken.

**Permits and Fees:** The Client is responsible for acquiring all permits, paying any access fees and obtaining necessary permission for all locations on which the Photographer will be performing services. The Photographer will notify the Client of any permits or fees if they are known to them.

**Failure to Perform:** If the photographer can not perform this agreement due to a fire, strike, act of God or other casualty or due to illness, the photographer shall return the retainer and any additional payment made to the client and have no further liability with the respect to the agreement. The limitation on the liability shall also apply to the designed materials if they are damaged in the processing, lost in the mail or otherwise lost and/or damaged without fault on the photographer. In the event that the Photographer fails to perform this event for any reason the photographer shall not be liable for any amount in excess of the retail value of the client's session fee or order.

**Cheerful Cooperation:** The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Photographer will not be held accountable for Clients and minors that do not want to cooperate with the session. Sometimes people just don't want to smile.

**Minor and Non-Minor Model Release:** The Client hereby grants the Photographer and it's legal representatives the irrevocable and unrestricted right to use and publish photographs of the Client and/or the Client's minor children, or in which the Client and/or Client's minor children may be included with who is being photographed, for editorials, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client agrees that he/she is responsible for all parties involved with the agreed upon photo session. If there is an individual involved in the photo session who does not agree to the terms of this agreement the Client assumes responsibility for any liability. The Client hereby releases the Photographer and it's legal representatives and assigns from all claims and liability related to said photographs.

**Newborn Safety:** The Client takes responsibility for their newborn's safety at all times and does not hold the Photographer liable for any injury sustained during the session. The Client understands it is his/her job to stop the session at anytime if he/she feels that the infant's safety or well-being is at risk. The Photographer agrees to NEVER put the newborn at unnecessary risk or compromise his/her well-being. The Photographer and her assisting parties agree to explain and answer any concerns the Client brings to their attention and will stop any poses upon the Client's request. The Photographer and Assistant will read the queues of the newborn and work within their comfort level but does not promise any poses.

**Allergies and Indemnification:** The Client is responsible for notifying the Photographer of any known allergies or other issues that may alter the session. This includes notifying of any food allergies on a "Smash Session" as well as any environmental allergies in the area chosen. By agreeing to the location or the edible products used in a session the Client claims full all responsibility of themselves and any

minors in their session. This includes responsibility for all known and unknown allergies and environmental limitations. The photographer shall not be liable for any amount once agreement of location and items is completed. The Photographer will accommodate to the best of their ability any known allergies and issues to insure a safe environment for all members of the Parties.

**Safety:** Both Parties have the right to terminate coverage and leave the location if either experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the session; or in the event that the safety of the photographer or the client is in question.

All parties have read the pages of this agreement, agreed to it's terms, and acknowledge receipt of a complete copy of the agreement signed by both parties. Each person signing as a client below shall be fully responsible for ensuring that the full payment is made pursuant to the terms on this agreement.

Client 1: \_\_\_\_\_

Client 2: \_\_\_\_\_

Photographer: \_\_\_\_\_

## London Stokes

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