



## Photography Session Agreement

# GypsyHalo Art & Design

**Client Full Name**

**E-mail**

**Phone Number**

**Preferred Method of Contact**

**Address**

**Date of Session ("Date")**

**Adult Names (18+) Enter N/A if no adults**

**Children Names & age (17 & under) Enter N/A if 0**

- 1) Session Fees

Client agrees to pay Photographer a \$50.00 retainer at the time of booking to secure their appointment date and time. This is a non-refundable retainer fee that goes toward your session. The balance is due at the time of the session. The session fee covers the time and talent of Photographer, basic retouching and creative editing of images, as determined by the Photographer, and images (amount depending on session) to be stored through photographer's website via online gallery. Additional editing is available at an additional expense to be determined by Photographer and Photographer reserves the right to refuse additional editing requests.

Upon receipt of the non-refundable \$50.00 retainer and submission of the Agreement by Client, Photographer will reserve the time and date agreed upon and will not make any reservations for other clients for such specific time frame. For this reason and loss of potential business in the event of a cancellation or no-show by Client, the \$50.00 retainer is non-refundable, NO EXCEPTIONS. In the event of a cancellation or no-show by Client, the retainer shall not be considered as services to be rendered to the Client and Client hereby waives any rights to collecting any refund of the retainer. For purposes of this Agreement, a no-show shall be deemed as the Client not arriving to the session within 10 minutes of the agreed upon time as listed in this Agreement. In the event Client is running late due to unforeseen circumstances and contacts Photographer to inform of their tardiness prior to 30 minutes before the session is scheduled to start, Photographer reserves the right to use her discretion as to cancel or reschedule the session for another date. If Photographer chooses to cancel the session, Client shall not be entitled to any refund of the retainer; sessions rescheduled at Photographer's discretion shall have the retainer applied to that date.

- 2) Location Costs & Fees

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 45 miles of photographer's home address, located in Rainbow Texas. Any location outside of these limits will be subject to an additional charge of \$.52/mile as part of the agreement.

- 3) Rescheduling

If an illness or situation prevents a photo session from taking place, Client may reschedule their session at least 24 hours prior to their shoot without penalty. Should Client fail to give 24 hours notice, or decide to completely cancel the shoot, this session fee is forfeited and will not be refunded. Photographer reserves the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control.

- 4) Re-shoots / Refunds

Re-shoots are determined at the discretion of the Photographer. Re-shoots and refunds 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.

- 5) Archive

After twelve (12) months, all images will be purged from Photographer's hard-drive, except as needed for promotional purposes, to be determined by Photographer at Photographer's sole discretion. Photographer is not responsible for loss or damage to the digital files due to circumstances beyond Photographer's control.

- 6) Digital File Release

Photographer will only provide Client with the number of high-resolution edited digital images as described in the session purchased, and such files will be in a JPEG format. Beyond these files, Photographer will not provide or release any other digital images to Client, either edited, unedited, JPEG, or RAW files. Such files are sole property of Photographer and not subject to distribution.

- G. Payment

All payments are due in full, less the retainer, at the time of the session. Photographer reserves the

right to cancel the session if Client does not pay in full. Further, no images will be released to Client until Client's account has a zero balance.

#### 7) Requested Poses

Photographer and Client agree that Photographer is under no obligation to capture any specific moment, pose, or person(s) during the session. Client is encouraged to provide a suggested list to Photographer no less than 48 hours prior to the session to include photos Client would like Photographer to shoot. While Photographer will try her best to accommodate Client's request, Photographer has no liability for not capturing any photos on the list.

#### 8) Subject Cooperation

It is very important to have the cooperation of all subjects during a photo session; Photographer is not responsible for uncooperative or disruptive subjects. She will work to the best of her abilities to redirect uncooperative or disruptive behavior, but retains the right to end the session even if the time frame has not been met if the subjects continue to be uncooperative or disruptive. Client understands it is their responsibility to manage the behavior of the subjects in the photo session and will not hold Photographer liable for shots or missed poses due to a session ending early.

#### 9) Artistic Subjectiveness

Client agrees and understands that the quality of a photograph is entirely subjective. Photographer will strive to present photos in a workmanlike manner, but is not required to cater to specific aesthetic preferences of Client. Client understands and agrees that Client is responsible for determining if a post or location is safe.

#### 10) Inclement Weather / Unsafe Location

If, in the opinion of the Photographer, weather or other adverse conditions pose a safety threat to Client and/or Photographer, Photographer may elect to use an alternate location or to reschedule the session.

#### 11) Model Release

By submitting this Client Agreement, I hereby give to Photographer the absolute and irrevocable right and permission with respect to the photographs that she has taken of myself and/or my minor child in which he/she may be included with others:

- a) To copyright the same in the Photographer's name or any other name that she may select;
- b) To use, re-use, publish and re-publish the same in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising and trade, and;

I hereby release and discharge Photographer from all and any claims and demands ensuing from or in connection with the use of the photographs, including any and all claims for libel and invasion of privacy.

#### 12) Liability

If Photographer cannot perform this Agreement in whole or in part due to an Act of God, fire, or other casualty or cause beyond control of the parties, or due to Photographer's illness, then Photographer shall return the retainer to Client and shall have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the shipping or mailing process, or otherwise lost or damaged without fault of Photographer. Client agrees that an entire session may not be able to be replicated, reenacted, or repeated for the purpose of re-shoots and agrees to limit Photographer's liability to an amount not to exceed the session fee.

Client agrees to indemnify and hold Photographer harmless for any liability, damage, or loss related to technological failure. Cameras, lenses, hard drives, and memory cards are all subject to possible technical failure, and while Photographer will take reasonable steps to prevent such data loss, she is not liable for any loss of data due to technical failure.

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

### 13) Copyright & Penalty

Photographer retains all copyrights to all images created during client's session. A print release will be included with digital files to print portraits for personal use. The print release does not allow publication of Client's portraits (i.e. entering in contests), selling or altering of Client's images without the Photographer's written permission. It is illegal to copy, scan, download, print, share, alter, or otherwise steal any image created by Photographer during Client's photo session. This applies to "sneak peek" images, images posted in an online proofing gallery, blog, Facebook, or hard copy images. If Client steals images via any method listed above, or any other method, Client will be invoiced for the cost of EACH digital image Client has stolen, at Photographer's current price per digital file.

Note from Photographer: I work very hard to create images that reflect you and your family, while keeping in line with my artistic vision and creativity. I know you will want to share them and I include a sneak-peek for that very reason. However, I ask that you simply link back to my blog/website/facebook page instead of screen shotting or right-clicking, saving, and sharing the image via your own page. I hope that you will respect not only my hard work, but the time, money, and dedication that I have put into training and equipment to capture these images for you. Please do not steal them.

### 14) Miscellaneous

This Agreement is governed by the laws of the state of Michigan and federal courts in that district. Client and Photographer agree the subject themselves to the laws of this state and hereby waive the right to object to venue within this state.

This Agreement constitutes as single Contract expressing the entire agreement of Client and Photographer with respect to the subject matter hereof and supersedes any and all prior contemporaneous oral and written agreements and discussions with respect to the subject matter hereof, and except as specifically set forth herein, there are no other agreements, representations, promises or inducements, written or oral, express or implied, between the parties hereto with respect to the subject matter hereof.

If any part of this Agreement is determined to be void, invalid, inoperative, or unenforceable by a court of competent jurisdiction or by any other legally constituted body have jurisdiction to make such determinations, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative, or unenforceable provision had not been contained herein.

### 15) Session Requests

\*No cameras/camcorders/any type of recording device (this includes cell phone cameras) are allowed during the session unless prior arrangement has been made between client and photographer, including a written agreement. The photographer will not continue if there are other cameras or video taping during the session.

\*Session starts at the agreed upon time. It is strongly encouraged that client arrives 10 minutes prior to the start of session. This allows for any last-minute needs before session begins.

\*Please do not bring any children or pets un-accompanied by another adult that are not being photographed to the session.

\*Please avoid eating or drinking red or orange food or drinks before session, as red and orange tend to leave a stain on the face.

### This Agreement

Entered into on the date stated above in the 'Date Entered', both Artist and Client agree to uphold this contract, unless otherwise stated or agreed upon.

WHEREAS, the Client desires to hire the artist for agreed upon art work.

5. At the time this contract is signed, the client shall send the 50\$ fee & 40% of the total cost for session to the artist via. Cash, Chime, GoPay, Facebook Messenger, Cash app., Zelle, Stripe, Square Pay, Paypal (additional 5.00 fee for paypal transaction will be applied), or GoSite (for credit card payments).

6. The remainder of the payment will be paid by the client to the artist at the time the session is complete, if not prior to completion with agreement set fourth between the two parties..

7. Should the client wish to use the artist for further future sessions, it is considered a new session, and a new contract must be dated for job start and signed and the 40% retainer plus supply charge will apply.

Any changes in session requested are up to the digression of the artist as to if additional fees will be in place. If fees are added for client's requests to change anything within the contract as per original requests, they are due 50% at time of agreed change & 50% at completion. Fees are not refundable, nor are they subtracted from final payment should the client decide to change anything stated above, unless the artist has not yet put work into the pre hand change of design. At that point, the 50% for change due at completion can be waived.

Terms:

This contrat shall commence upon start date in this contract, after signing by the parties and shall continue until session is complete & full payment is made to the artist, unless otherwise terminated by the Artist or Client for discrepancies within the work, or by mutual agreement of the parties herein.

Termination:

In the event that the Client desires to terminate the Services of the Artist hereunder, the Client shall give in writing (text, email, social media messenger) to the artist in not less than 24 hours prior to the date set to begin in this contract. All monies received by the Artist prior to termination are not refundable to the Client.

In the event that the Artist desires to teminate the job for the Client, the artist shall give notice in writing (text, email, social media messenger) to the Client in not less than 24 hours prior to the date session is to begin in this contract, the deposit/retainer is non-refundable, the 40% paid will be applied to a future session.

If events occur in which neither party gives notice of a termination, but find that the work can't be done,

Holds on project work due to weather, illness or family emergency from either party, is not considered a breach of contract & project will resume at a time agreed upon by both parties.

#### Intellectual Property:

The Parties acknowledge that the Artist shall hold all rights proprietary in any work product resulting from the Artist's Services including, but not limited to, copyright and patents. The Artist & Client both hold rights to the art work for purpose of any type of advertisement, social media posts, photos, & publicity via online or public event. The Artist's name & business name shall be given recognition, written within the post for any of the Artist's art work, if the artwork is posted online, social media, newspaper and any where the artwork will be published by the Client.

#### Indemnification:

The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

#### Additional Information:

The Client agrees to provide anything that may be of use for the project by the Artist if the Client has what the Artist is asking to use. Should these things not be available, it is the client's responsibility to provide them, if needed supplies could risk the safety of the artist should they not have them to work.

#### Notice:

messenger, or email. All communications will be saved and kept available should anything arise between the two parties that needs to be addressed.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

In case of an action or suit filed by any of the parties hereto due to breach or violation of any of the terms and conditions of this Agreement, the parties agree that the aggrieved party shall be paid in sum equivalent to twenty (20%) percentum of the total sums awarded by in no case less than \$20,000.00 as and by way of attorney's fees, plus the cost of suit and collection or litigation expense.

Each of the Parties agree to do everything necessary to ensure terms of this contract take effect. All terms, conditions & agreements in this contract are recognized and will be held up by both the Artist & the Client. Upon signing this contract, both parties are bound by this contract & will carry out the agreements and services stated within this contract.

## Questions

**I agree to all of the above,**

**Signature**

Print Name