

TERMS AND CONDITIONS

SESSION CONTRACT

Please retain a copy for your records.

This agreement is between PHOTOGRAPHY BY STUDIO ELEVEN, LLC (hereafter "Photographer" "the Photographer" or "Photography Company") and _____ (hereafter referred to as "CLIENT").

1. Scope of Work:

This contract is for services and products related to a photography PHOTOSHOOT (hereafter "PHOTOSHOOT" or "the PHOTOSHOOT") to take place at the following time and place. PHOTOGRAPHER and CLIENT will meet for the PHOTOSHOOT at _____ at _____.

PHOTOGRAPHER will perform basic post-processing or digital image editing services on these photos where artistically necessary.

2. Fees:

In consideration for the photography services provided by PHOTOGRAPHER, CLIENT agrees to pay the sum of. CLIENT agrees to pay the photographer a non-refundable initial retainer of which is applied of the total price of the photography session fee upon signing this contract. The initial payment reserves the photographer's time. PHOTOGRAPHER agrees to not advertise availability of this same time slot to any other potential clients. If CLIENT cancels this PHOTOSHOOT for any reason, the initial payment will not be returned to CLIENT. The balance of the payment for photography services must be paid in full no later the day of the PHOTOSHOOT detailed in Section 1: Scope of Work. If CLIENT is required to purchase photos separately after the PHOTOSHOOT, payment for those photos is due immediately upon ordering of photos to client.

3. Work Product

PHOTOGRAPHER will provide proofing of photos to CLIENT no more than fourteen business days (14 days, Monday - Friday) after the date of the PHOTOSHOOT. CLIENT understands and agrees that proofs are the exclusive property of PHOTOGRAPHER and CLIENT has no right to these photos except for a license to review them, but not print the images unless purchased.

All photos delivered to CLIENT are licensed for CLIENT'S personal use only. Photos from the PHOTOSHOOT to be delivered to the client will be according to the following order.

Unless the session is a mini session all photos must be purchased in addition to the session fee.

If photos are included in the price for photography services, the following will constitute the entirety of photos to be delivered to client and licensed for personal use only.

4. Indemnification:

4.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the PHOTOSHOOT.

4.2 - If PHOTOGRAPHER is unable to perform the services in this contract due to any cause outside its control, client agrees to indemnify photographer for any loss damage or liability; however, PHOTOGRAPHER will return all payments made by CLIENT to PHOTOGRAPHER in relation to this PHOTOSHOOT.

4.3 - CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.

4.4 - CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos from this PHOTOSHOOT 60 (sixty) days after the photos have been delivered to CLIENT.

4.5 - CLIENT agrees to hold PHOTOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with PHOTOGRAPHER.

4.6 - PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

5. Duty of Client

CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the PHOTOSHOOT. PHOTOGRAPHER has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent photographer from photographing the event(s) is not the fault, liability, or responsibility of photographer.

6. Exclusive Photographer

CLIENT agrees and understands that no other party other than PHOTOGRAPHER may take pictures of any poses, lighting situations, or setups made by the photographer. This slows down the photographer's work and violates the photographer's right to take pictures of the event. CLIENT agrees to take responsibility for insisting that no person(s) get in the way of the PHOTOGRAPHER or take pictures in these situations.

7. Model Release

CLIENT grants permission to PHOTOGRAPHER and its assigns, licensees, and sub-licensees, permission to use CLIENT'S image or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, PHOTOGRAPHER may use CLIENT'S likeness and image on PHOTOGRAPHER'S website or other advertising. PHOTOGRAPHER may sell photos containing CLIENT'S likeness to third parties.

9. Assignability and Parties of Interest:

CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific photographer. PHOTOGRAPHER may sub-contract or assign this contract to any second shooter. PHOTOGRAPHER may assign any photographers associated with the PHOTOGRAPHY COMPANY to perform its duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.

Client Signature

Date

Shannon Stevens, Photography by Studio Eleven

Date