



<https://aydin.photos>
aydin.photos@gmail.com
678.249.9995

Photography Services Agreement

Client's Name: _____

Client's e-Mail: _____

Client's Phone Number: _____

Photo Session Location(s): _____

Photo Session Date: _____ **Start Time:** _____ **End Time:** _____

Session Length:	
Hourly Base Rate:	
Price per Image (Editing):	
Number of Images:	
Discount Code:	
Sales Tax:	
Total Due:	

Notes:

Terms and Conditions

Introduction: This Agreement, entered on _____ constitutes a legally binding contract between Aydin B. Photography (the "Photographer") and the Client. This Agreement governs the terms and conditions under which the Photographer will provide photography services to the Client. By signing this Agreement, the Client acknowledges and agrees to be bound by all terms and conditions set forth herein. The Client further represents and warrants that they have the legal authority to enter into this Agreement and that they have read and understood the terms and conditions contained herein.

Pricing: Please contact us for current pricing and packages.

Booking: To book a photography session, you must contact Aydin B. Photography, submit a booking request, and provide the necessary information. We will confirm your booking and provide details regarding the session.

Session Time: The session starts at the agreed upon time. It is strongly encouraged that client arrives 15 minutes prior to the start of session. This allows for any last-minute preparation before session begins. Outfit changes, makeup touch-up, etc., do not extend the photo session time so please plan accordingly.

Location Fees & Travel Costs: The client is responsible for any additional fees associated with the location the client has chosen for their session. The Photographer will not guarantee or arrange payment for any location. The base fee covers travel within 60 minutes of central Roswell, GA. Any location outside of these limits, within the Metro Atlanta area (defined as the following counties: Fulton, Cobb, DeKalb, Gwinnett, Clayton, Cherokee, Forsyth, Fayette, Henry, Rockdale, Douglas, and Coweta), will be subject to an additional charge of \$25. Pricing for destination photoshoots and any location outside of the Metro Atlanta area will be discussed prior to and annotated on this contract. The Client shall be responsible for any additional costs the Photographer may incur for travel, lodging, meals, parking, and other reasonable costs necessary to perform these services for any location outside of Metro Atlanta. All costs shall be annotated in the "notes" section of this contract.

Retainer: A retainer fee of 50% of the selected package price is required to confirm your session. The retainer is non-refundable. The remaining balance is due on the date of your scheduled session. No exceptions are made, please plan accordingly. Sessions will not begin until final payment is made.

Payment: Accepted forms of payment are Cash, Venmo, PayPal and Zelle.

Delivery of Photos: Photographs shall be delivered to the client through a secure, password protected, website.

Photo Archive: All images will be purged from the Photographer's storage systems after three (3) months, except as needed for promotional purposes, to be determined by the Photographer at the Photographer's sole discretion. The Photographer is not responsible for loss or damage to the digital files due to unforeseen circumstances.

Cancellations & Rescheduling: If an illness or situation prevents a photo session from taking place, the client must reschedule their session at least 24 hours prior to their shoot without penalty. Should the client fail to

give 24-hours' notice, the retainer shall be forfeited and will not be refunded. The Photographer reserves the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control with at least a 24-hour notice. If the Photographer fails to appear at the place and time specified above, without notice, the retainer and any other fees and costs shall be refunded to the client. Re-shoots are determined at the discretion of the Photographer. Free re-shoots and/or refunds will not be given for poor choices of clothing, make-up, hair, weather-related issues, or not following the recommendations of the Photographer.

Return and Refund Policy: We do not offer refunds for photography services once a session has been completed. **Dispute Resolution:** Any disputes regarding refunds will be resolved through a mediation or arbitration process as described below.

Arbitration Clause: Any dispute, claim, or controversy arising out of or relating to services rendered by Aydin B. Photography, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association.

Copyright & Usage

- **Copyright Ownership:** The Photographer retains all copyrights to all images created during the client's session. The photographs are not considered "works made for hire" under copyright law.
- **Client's License:** The Client is granted a non-exclusive, perpetual license to use the images for personal, non-commercial purposes. This includes printing, displaying, and sharing with family and friends. The Client may not sell, use the images for commercial purposes, or alter the images without the Photographer's written permission.
- **Prohibited Actions:** It is illegal to copy, scan, download, print, share, alter, or otherwise steal any image created by Aydin B. Photography during the client's photo session without written permission. This applies to "sneak peek" images, images posted in an online proofing gallery, blog, Facebook, or hard copy images. If the client steals images via any method listed above, or any other method, the client will be invoiced for each digital image stolen at the Photographer's current price per digital file. No cameras/camcorders/any type of recording device (this includes cell phone cameras) are allowed during the session unless a prior written agreement has been made.
- **Social Media Use:** The Client may share images on social media platforms, provided that the images are not altered (other than reasonable cropping) and the Photographer is credited by tagging the Photographer's business account (@Aydin.Photos) in the post.

Liability & Force Majeure: The Photographer is not responsible for any damages or losses arising from your use of our services or the photographs we provide. The Photographer is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and themselves and release the Photographer from any claims against their person or their business. The Photographer is not liable for any delay or failure to perform our obligations due to circumstances beyond our reasonable control, including but not limited to: illness, weather, equipment malfunction, acts of God, pandemics, natural disasters, civil unrest, and government regulations.

Session Requests: We ask that you assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to: specifying persons and/or scenes to be photographed; taking time to pose for photographs at the Photographer's direction; providing a person to guide the Photographer to

desired persons and/or scenes; pre-shoot consultations, etc. The Photographer shall not be responsible for photographs/poses not taken because of the Client's failure to provide reasonable assistance or cooperation.

Photo Release (Initial only ONE)

_____ I hereby give Aydin B. Photography the absolute and irrevocable right and permission with respect to the photographs that he has taken of myself and/or other members included in the photo session: 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 limited to) illustration, promotion, advertising and trade.

_____ I do not wish to have my photos used for promotional purposes. I hereby release and discharge the 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.

Model Release: If the Client selects the photo release option above, and the photographs taken include recognizable individuals other than the Client, the Client warrants that they have obtained a valid model release from those individuals, granting the Photographer the right to use their likeness for promotional purposes.

Amendments: We may modify these Terms and Conditions from time to time. Any changes will be effective upon posting on our website.

Severability: If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

Applicable Law: This contract shall be governed by the laws of the State of Georgia and include any applicable Federal laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Client's Signature

Photographer's Signature

Client's Printed Name

Photographer's Printed Name