

Terms and Conditions Contract

Please Initial

____ Whereas for valuable consideration hereby acknowledge as received, the Owner granted the Photographer permission to photograph the Property and furthermore grant permission to use the resulting work according to the terms and conditions stated hereunder:

____ Any permission granted to the photographer shall extend to her successors, legal representatives, licensees and assigns and shall be irrevocable and perpetual without any further or additional claim for compensation by the owner.

____ Permission herein granted is absolute and final and the photographer will not be subject to further inspection or approval by the owner at any stage in the use of the work.

____ Use of the work shall be on restricted as to location, quantity or frequency, for any purpose and in any medium whatsoever, whether foreseen or unforeseen at this time, except whether such use is in contravention of the law.

____ Use of the work may be in conjunction with the properties name or description where applicable.

____ The photographer shall own all rights in the work which shall be accurate to the benefit of her successors, legal representatives and assigns. Client will be allowed to print, post photos on social media, etc. Photographer just asks clients to not sell photos or claim photos as their own.

____ The client will pay the photographer the total retainer specified and any pre-session purchase of photographic products, plus access mileage and or lodging.

____ For photography sessions of any kind, the client is responsible to pay mileage for the excess amount round trip. Mileage is to be calculated at the current federal rate of \$.50 per mile and will be presented to the client from the photographer. Travel fee will be requested including Session Fee, after session is complete.

____ If session happens to surpass agreed hour session time, there is an additional time charge of \$3/minute after that hour. This fee will be requested, along with travel fee and session fee, after the session is completed

____ Deposits are required before your session. \$50.00 deposits for every type of session other than Weddings (which deposit is \$250.00). This deposit will go towards the amount you owe. Not an additional charge. I ask as soon as the session is “in the books”, to send me the deposit. If for some reason, full amount of Deposit cannot be transacted, to send 25% then the other 25% within a week.

____ There may be an additional charge if changes are made to this agreement. Client may increase the period of photographers service on the portrait date, provided the photographer is available during that time requested. Added expenses resulting from such charge including additional service cost, digital capture costs, and change related retainers will be added onto the final balance and will be paid in full by client prior to delivery of the final copy.

____ Additional changes for wedding packages will be applied if clients change the amount of time requested for the photographer's presence within a week of date of clients wedding day. Example: contacting photographer the night before wedding and requesting additional time added onto package or adding time onto package during the wedding itself. The fee will be \$100.00 that will be added onto final payment invoice.

____ In the event that lodging is necessary in order to complete the agreed-upon photo session the client agrees to pay 100% of the amount(lodging only; not food coverage etc) spent to the photographer at the time of the session. Lodging will only be necessary if mileage surpasses 115 miles one way AND wedding night hired is after 10pm.

____ Client understands that by entering into this agreement, the photographer is forgoing other photographic jobs. In the event of a cancellation or postponement of the portrait session/agreement by client, the retainers paid are nonrefundable unless at least 3 days notice of postponement or cancellation is given. Retainers are transferable if a date change is necessary. If it is not possible for a session to take place on a scheduled day due to weather, photographer and client will reschedule on an agreed date at the earliest date possible with no additional charge. For Weddings, 2 weeks notice is required. Retainers are nonrefundable.

____ Once the photographer has edited all clients photos, Photographer is to send a USB drive to the clients location of their choosing or online gallery. Personal choice of client.

____ Turn around time between the day of your photoshoot and the time that you receive the USB in the mail, is roughly 3 weeks. You will have the rights to all the photos once you receive them. ____

____ Wedding photos are between 2-5 months. However, sneak peeks will be sent to client within 2 weeks of post wedding day.

____ If you are posting any of the digital files to social media such as Facebook, Twitter, Pinterest, Instagram or if you share or use any digital files from either Facebook or my website, you may alter the photo such as a filter or words but, you must give credit to W2M Photography every time you are to post a photo.

____ If you do not wish to have your images posted on any social media platforms, it will be honored by the photographer.

____ Client grants photographer access for permission to display selected images resulting from this assignment as an example of photographers work and for entrance into Photographic competitions and releases all claims to profits that may arise from use of images

____ Photographer takes the utmost care with respect to the exposure, retouching, and transportation of digital captures, proofs and prints. However in the unlikely event that all originals are lost, stolen, damaged or destroyed within or beyond photographers control, photographers liability is limited to the refund of all payments received, or a reshoot to be rescheduled at no additional cost.

____ The limit of liability for partial loss or damage of original shall be prorated amount of the total amount, based on the percentage of originals lost or damage. In the unlikely event that the photographer becomes injured or becomes too ill to attend the portrait session, the photographer will make every effort to reschedule to the earliest possible date. If the situation should occur that the portrait session must take place on the scheduled date, the photographer will make every effort to secure a replacement photographer. If the situation should occur in a suitable replacement is not found, responsibility and liability is limited to the return of all payments received.

____ The parties agree that any or all parts of this agreement may be submitted to the other party in likable and recordable electronic form and upon acknowledgment of receipt by the receiving party shall become valid parts of the agreement.

____ The owner warrants having read and understood this photo release agreement and warrants being on her, and being of legal age and competency and with every right to enter into an agreement.

____ Client may not decrease the period a photographer service on the portrait date if the period of photographer service is cut short by reason of fire, casualty, death or other cars beyond the control of the parties, photographers are still receive the total retainers outlined in the contract

____ With full acknowledgment of the above, the owner hereby releases and shall hold harmless to the photographer and her successors, legal representatives, licensees in assigns from all claims or damages including but not limited to defamation or violation of right of privacy or publicity, resulting from or associated with the use of the work.

____ There will be a \$250 deposit payment that will be due prior to booking any weddings. The deposit is nonrefundable but will go towards the full amount that is owed to the photographer. Full payment will be due no less than 1 week prior to the date of the wedding. The photographer will send an invoice to the client of payment with a link to pay.

This agreement contains the entire understanding between photographer and client. The only way to add or change this agreement is to do so in writing, signed by both parties.

The undersigned have read and understood the contract and agreed to the terms and conditions in their entirety.

Signature: _____

Full Name: _____

Date: _____

Photographer Full Name:

Thank you for your business!