



My goal is to present you with the truest image of your best self. I will be spending some time post editing the final images. Editing does not include reshaping, make-up application, hair addition or removal or other changes that would alter your recognizable appearance. However, I appreciate that some people may prefer to have blemishes, scars or other facial characterizes softened or removed. Please let me know prior to the shoot if you would like special attention paid to anything during editing process.

#### TERMS AND CONDITIONS

1. It is understood this Studio/Photographer is the exclusive official photographer retained to perform the photographic services requested on this Contract. Studio/Photographer may substitute another photographer to take the photographs in the event of Studio/Photographer's illness or of scheduling conflicts. In the event of such substitution,
2. Studio/Photographer warrants that the photographer taking the photographs shall be a competent professional.
3. No part of any order, including previews, will be delivered until the balance is paid in full.
4. The Studio/Photographer reserves the right to use images created under this contract for advertising, display, publication or other purposes. The Client signing this contract warrants that he or she has actual authority to agree to the use of the likeness of all persons included in the portrait in this manner and shall indemnify and defend the Studio/Photographer in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of this Studio/ Photographer unless a shared copyright agreement is entered into.
5. This agreement between the Studio/Photographer and the Client permits a Shared Copyright agreement allowing the Client to use the images delivered by the Studio/Photographer in any manner they please so long as the images are not sold for profit.
6. The Studio/Photographer shall reserve the time and date agreed upon. Unless the Studio is able to fully replace the cancelled reservation, all sitting fees and deposits are nonrefundable, even if the portrait is rescheduled or canceled for any reason other than inclement weather.
7. If, in the opinion of the photographer, inclement weather or other adverse conditions prevent the creation of a portrait meeting the artistic standards of the studio/photographer, photographer may elect to use an alternate location or to reschedule the portrait.
8. If the Studio/Photographer cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return any deposit or sitting fee to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Studio/Photographer fails to perform for any other reason, the Studio/Photographer shall not be liable for any amount in excess of the retail value of the Client's order.
9. Client agrees that the photographer/studio bears no responsibility for any injury or illness that occurs during the shoot.
10. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
11. The charges in this Contract are based on the Studio's/Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
12. This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties.