

VISUAL VAQUERA



## VISUAL VAQUERA CONTRACT

**Session Information and Understanding:** The signing of this contract states the client, \_\_\_\_\_, is understanding that it is their choice to participate in this session, and that the client will not hold Visual Vaquera responsible for any negative actions or feelings that may commence due to the images of this shoot. By submitting this contract, the client agrees to the terms, conditions, and timeline of the session, and the delivery of images and products. Standard delivery is 2-6 weeks. The client states that they are 18 years or older. If the client is not 18 years or older, it is understood that a parent or legal guardian is required to sign this contract as well.

**Deposit:** This signed contract and 50% of the total package cost are required to book any session or package. The remainder of the package amount is due the day of the scheduled session, prior to the end of shooting. In the event of a canceled session this deposit is non-refundable. The studio reserves the right to refuse services/products if the payment arrangements have not been met unless prior arrangements have been made.

**Payment Stipulations:** There is a \$25 fee for any returned checks. In the event of a previous returned check by the client, the studio reserves the right to refuse payment of checks in the future. Sessions, design progress and printed orders will not be commenced until payment has been received and processed in full.

**Schedule Arrangements:** All sessions will start at the scheduled time, even if the client is tardy or unprepared. The session end time will remain the same. If additional time is needed, the client will have the option to pay for additional time at an hourly rate. If more than one location is used in a single session, the travel time does count towards the total session time. The same applies for outfit changes. The client is responsible for providing any props or outfits that are to be used within the session. The studio will not be held responsible for additional sessions needed due to forgotten items. If a client is late or more than fifteen minutes late without a phone call, Visual Vaquera reserves the right to reschedule.

**Additional Fees:** In the event that the client specifies a certain shoot location, the client is responsible for all location fees involved such as access fees, parking, etc. The client is also responsible for arranging the location access and any permits/passes related to doing so. There are additional fees for the following: added time, additional outfit changes, or any products/prints/services not specified in the package purchased.

There may be an additional charge of \$50 per session for large parties. Additional fees may be assessed

for the adding of more than one person within this portrait session. Minor retouching (fix major blemishes, tighter crops, and change in color filter) is included in the session package with no additional cost, and final images will be presented fully edited. More involved requests are billed at \$25/hr. You will be asked to confirm the additional rate before work is begun.

**Cooperation:** Visual Vaquera is not held responsible for behavior of parties involved with the shoot, with the exception of studio personnel. If the desired outcome of your session is jeopardized by the behaviors of parties involved with the exception of studio personnel, Visual Vaquera cannot be held responsible. We understand children aged newborn to one year can be particularly difficult. We reserve the right to suggest session rescheduling if progress is not achieved within the first 15-20 minutes of the session.

**Client Usage Rights/Copyrights:** The photographs produced by Visual Vaquera are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without explicit written permission. It is a breach of this contract to reproduce the images in any form unless rights were purchased within the package for those images. Client reserves the right to share images previously posted by photographer on social networking sites such as Facebook, Instagram, and Twitter. It is a breach of this contract to crop/hide studio logos.

To obtain copyright or ownership of session images, you must purchase or otherwise obtain a Copyright Release signed by Visual Vaquera. Images captured by Visual Vaquera cannot be published, sold for profit, or used within outside marketing materials without written permission from and compensation is provided before use. Photos are NOT allowed to be edited by anybody else besides Visual Vaquera, and Visual Vaquera reserves the right to ask for removal of all photos that are over edited and not a symbol of their work. Photographers or other industry professionals (Videographers, Content Creators, Makeup artists, stylists, models, etc.) participating in a paid or unpaid photoshoot with Visual Vaquera understand that their participation in said shoot constitutes a non compete agreement and guarantees the integrity of delivered images as a signed property of Visual Vaquera.

**Studio Usage Rights/Copyrights:** Client grants studio unrestricted usage rights and copyrights to use and publish photographs in any manner or medium. Client grants studio permission to use images taken within this session in samples, marketing materials, editorial, & online web presences, including but not limited to, website, social networks, blog, etc. Images may also be used in photographic competitions and for publication in which case the client will release all profits from images.

Visual Vaquera retains copyright to the photographs, and hereby grants the client unlimited but nonexclusive rights to use or reproduce the photos in which the client pays.

**Reshoot Policy:** In the event that Visual Vaquera is required to reshoot the session without 5 days prior notice, the client will be responsible for an additional retainer deposit to secure that date. In the event that the weather conditions are not desirable for the shoot based on studio recommendations, the session will need to be rescheduled and the fee will be waived. Due to liability and equipment damages this decision will be at studio discretion.

Limited studio space and lighting is available—client reserves the right to opt for indoor photography in the

event that rescheduling is not an option. In the event that a reshoot has been scheduled due to the nature of the client appearance in the previous session, the client is held responsible for purchasing an additional package. In the event the client must cancel the contracted services, and balance is paid prior to the session, the photographer agrees to refund all money paid, excluding deposit fee.

**Limit of Liability:** In the unlikely event that the photographer is injured or becomes too ill to photograph the session, a reshoot will be scheduled for the next available time slot. Although care will be taken with digital files, the photographer limits any liability for loss, damage or failure to deliver photographs for any reason of photographer’s non-performance caused by any force or similar circumstances, illness, accident or any cause beyond their control.

All images will be backed up and archived for a reasonable length of time. After 6 months, it is understood that images will continuously be kept in archives but photographer cannot be held liable for unexpected loss, damage or quality loss of session images.

**Proofing & Ordering:** An online gallery will be created and provided to you no later than four to six weeks following the scheduled session. This gallery will be hosted for 2 months, please be prepared to place an order in that time. There will be a \$25 charge to upload your gallery for additional time. Any design or image alteration will be emailed to you for confirmation. Orders will not be placed without your consent to print. Once images and products are approved and ordered, we bear no responsibility for errors found subsequently. In the event that an error is found after the proof has been approved and ordered, the client will be responsible for 50% of the original order (including design fees) as well as the total cost of the re-printed order. All sales are final.

**Pricing:** Prices are subject to change at any time without client notification regarding printed products and services provided. This contract solidifies the package contents and price at the time of booking – this excludes pricing for printed products and design fees.

**Creative Privilege:** By scheduling a session with our studio, you agree to the creative liberties and style Visual Vaquera chooses to pursue. There are times in which an image needs a certain crop or a particular treatment. Visual Vaquera will do our best to suit your tastes, but retains the freedom to take creative liberties in order to deliver the best possible image. By signing this contract, Client agrees that Visual Vaquera is to be the only photographer hired and/or present for this shoot. This does not include second shooters hired by Visual Vaquera, phones, or videographers.

Visual Vaquera does offer stylized photography options. Upon request, we can help choose client clothing, accessories and session props. Clients looking to obtain the best possible images from their scheduled photography session, are simply asked to trust our judgments and suggestions to help ensure the desired results.

By signing this contract, I agree to all the terms and conditions. Any amendments made to this contract must be agreed upon by all parties involved, in writing.

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Client Name/Signature

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Date