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## Newborn Session Contract



### Terms & Conditions

1. **Deposit and Payment.** A 100.00 deposit is due at time of booking to secure your session date. The 665.00 (+tax) session fee is due at the time of the session and covers time, talent and secures your session date and current pricing. Printed images and products are sold separately. Digital images are included as agreed upon.

As a special offer to newborn clients future Milestone-Mini Sessions are offered at a discounted rate for the first year. This includes 7 digital images with option to purchase additional images at a discounted rate of 250.00 per milestone session.

2. **Cancellation.** In the event of an illness, please call as soon as possible to reschedule. Moments Kept Photography maintains the right to reschedule if needed due to inclement weather, illness, emergency, etc. Requests for rescheduling or re-shoots are granted only at the photographer's discretion. This decision must be made before the session or within the first 30 minutes of the session.

3. **Electronic Devices.** Cameras, cell phone cameras, and camcorders are not permitted during sessions.

4. **Modifications.** If the client has a request for a small alteration of an image, please let the photographer know when you place your order. The photographer can address minor changes at no cost (fix blemishes, tighter crop, etc.), but more involved requests are billed at \$15/hr. The photographer will let you know if there will be extra charges before work begins. Once the requested changes are made, charges apply regardless of whether the final product is purchased.

6. **Payment.** The photographer will not begin design work or process orders until payment is complete. Allow 4-6 weeks for your gallery to be completed. 1-2 images will be ready as soon as possible after your session. If a payment plan has been arranged your full gallery will be available once the final payment has been received. Moments Kept will release several images prior to full payment and more images as payments are made.

7. **Digital Images.** Moments Kept Photography will provide detailed printing instructions. To ensure the best print quality, avoid altering the images before printing. The photographer is not responsible for printing errors or for quality of prints or products printed outside of the lab that is linked to your

gallery.

8. Returned Checks. Checks returned by the bank, for any reason, will be charged a \$35.00 service charge, and sessions/orders will be cancelled if they are not paid in full within three days of notification.

9. Copyright Laws/Model Release. Moments Kept Photography retains the copyright on all images (even those purchased on a DVD or online gallery) and reserves the right to use the images 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 photographer in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of this Studio/ Photographer. Under no circumstances, can a client use these images for profit, commercial endeavors, professional display, or in competitions. Copying or scanning images from the client's gallery, Moments Kept Photography's website or blog is considered stealing, regardless of the intent for use. NOTICE OF COPYRIGHT: It is ILLEGAL to redistribute these photographs for profit or use other than private consumption without the photographer's permission, and violators of this Federal Law will be subject to its civil and criminal penalties.

10. Liability. Client is aware that the quality of the end result print of the digital files delivered is not under the control of the photographer and frees the photographer from any liability for any claims whatsoever based upon discoloration in the end result print. The photographer is not responsible for the quality of services provided by its business partners.

If the photographer cannot fulfill this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the 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 photographer fails to perform for any other reason, the photographer shall not be liable for any amount in excess of the retail value of the client's order. The client releases Lisa Schmidt, and all employees of Moments Kept Photography, from all liabilities, claims and damages that may result from any accidents or incidents that may happen during the session.

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• I have read and understood this agreement, including the terms and conditions, and agree to be bound by them. \*  I Agree

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• I am the parent or legal guardian of any minor(s) named above and have the legal right and authority to execute the model release stipulations named in this contract on behalf of the minor. \*  I Agree

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- I will download and backup all digital files within 2 weeks of receiving the gallery email with the digital download.  I agree

Client Signature

----- Date -----