

DYONNA JAMES PHOTOGRAPHY

CLIENT-PHOTOGRAPHER AGREEMENT & SESSION POLICIES

This Client-Photographer Agreement (the “**Agreement**”) is entered into between **Dyonna James Photography** (the “**Photographer**”) and the individual booking the session (the “**Client**”). By booking, paying a deposit or session fee, electronically accepting these terms, or participating in the session, Client acknowledges that Client has read, understands, and agrees to the following terms.

1. BOOKING, PAYMENTS, DEPOSITS & REFUNDS

All deposits and payments are **non-refundable**. Deposits are also **non-transferable**. Once a deposit is made, it will not be returned under any circumstances and may not be transferred to another person, another client, or a different session. The deposit reserves Photographer's time and resources specifically for Client's session. Client understands that unforeseen circumstances may arise; however, this policy is applied consistently to all clients in order to maintain fairness and protect reserved studio time, preparation, staffing, and other resources. Any remaining balance must be paid according to the invoice or booking terms provided for the session. Failure to pay amounts due may result in cancellation, withholding of services, or withholding of final images.

2. ARRIVAL, LATE POLICY & SESSION TIME

Client is responsible for arriving on time and prepared for the scheduled session. Arriving **10 minutes late or more** may result in an additional fee, a shortened session, cancellation, or rescheduling. The appropriate remedy will be determined at Photographer's sole discretion based on the session schedule and circumstances. A late arrival does not automatically extend the scheduled session end time.

3. RESCHEDULING & CANCELLATIONS

Photographer may allow **one reschedule as a courtesy** when Client provides at least **48 hours' notice**. After approval of a reschedule, Client must provide or secure a new session date within **7 business days**. If a new date is not secured within that period, a new booking and new deposit will be required. Reschedule or cancellation requests made **24 hours or less** before the scheduled session may result in forfeiture of the existing deposit, a requirement to pay a new deposit, and/or refusal of future services, at Photographer's discretion. If Client requests a **second reschedule**, a **\$100 rebooking fee** will be required in addition to any other outstanding balance. All deposits remain non-refundable and non-transferable.

4. GUEST POLICY

Due to limited studio space, Client may bring no more than **one (1) guest** unless additional individuals are scheduled to be photographed as part of the session. Photographer may ask unauthorized or disruptive guests to leave the studio.

5. IMAGE & CONTENT RELEASE / MARKETING USE

Client grants Photographer permission to photograph and record Client and any participating individuals during the session. Client authorizes Photographer to use selected photographs, video clips, behind-the-scenes footage, and other content captured in connection with the session for Photographer's portfolio, website, social media platforms, advertisements, promotional materials, educational or behind-the-scenes content, and other business marketing purposes, without additional compensation. If a minor is photographed, the parent or legal guardian accepting this Agreement represents that they have authority to grant this permission on the minor's behalf. Photographer retains discretion regarding which images or content are used for promotional purposes.

6. RAW & UNEDITED FILES

Photographer will **not, under any circumstances, release RAW or unedited images** to Client. Client's deliverables are limited to the final edited images selected and released by Photographer in accordance with the purchased session or collection.

7. EDITING, RETOUCHING & ARTISTIC DISCRETION

Client understands that Photographer reserves the right to select, edit, and release only images Photographer deems professionally credible and consistent with **Dyonna James Photography's artistic style and quality standards**. Not every image captured during the session will be delivered. Standard editing may include reasonable corrections to exposure, contrast, lighting, color, and minor temporary skin concerns such as acne, rashes, scratches, or small blemishes. Photographer does not routinely perform cosmetic or body-altering edits that change a person's inherent physical characteristics. Examples include, but are not limited to, adding or removing hair, changing hair color, materially changing body shape or size, or changing the shape of the nose, eyes, or other features. Photographer alone retains creative control over the editing process and final presentation of delivered images. Requests outside Photographer's normal editing style may be declined or, if accepted, may require an additional fee.

8. IMAGE ARCHIVE & STORAGE

Client galleries and/or images will remain available for purchase and/or download for **90 days following the session date**, unless Photographer provides a different written expiration date. Client is responsible for downloading and safely backing up purchased images during this period. After 90 days, images may be permanently removed from Photographer's galleries, archives, or hard drives and may no longer be available for access, purchase, replacement, or re-download. Photographer is not responsible for storing Client images beyond the 90-day archive period. Photographer may retain selected images for portfolio, promotional, recordkeeping, or marketing purposes.

9. CLIENT RESPONSIBILITY & LIABILITY

Client is responsible for Client's own conduct, personal belongings, and the supervision and safety of Client's children and guests during the session. To the fullest extent permitted by law, Client releases Photographer from claims arising from ordinary risks associated with participation in the photo session or the actions of Client, Client's children, or Client's guests. Nothing in this Agreement is intended to waive liability that cannot legally be waived under applicable law. Client is responsible for damage to studio property, equipment, wardrobe, props, or other property caused by Client, Client's children, or Client's guests beyond ordinary wear and tear.

10. COPYRIGHT & PERSONAL USE

Photographer retains copyright and ownership of all photographs and video content created by Photographer, except to the extent otherwise agreed in writing. Client receives the personal-use rights associated with the images purchased or delivered. Client may share delivered images for personal use and on personal social media, but may not sell, materially alter, apply filters that substantially change the finished work, submit the images for commercial publication, or authorize commercial use without Photographer's written permission.

11. COOPERATION & CREATIVE RESULTS

Client acknowledges that photography is a creative service and that final results may vary based on lighting, wardrobe, subject cooperation, timing, studio conditions, and other circumstances. Photographer will make reasonable professional efforts to create images consistent with Photographer's portfolio and artistic style, but no specific pose, expression, composition, or exact recreation of an inspiration image is guaranteed.

12. PHOTOGRAPHER CANCELLATION / UNFORESEEN EVENTS

If Photographer is unable to perform the session because of illness, emergency, equipment failure, studio unavailability, severe weather, or another circumstance outside Photographer's reasonable control, Photographer may reschedule the session or provide another appropriate remedy. Any remedy will be limited to amounts paid for services Photographer is unable to provide, except where applicable law requires otherwise.

13. ENTIRE AGREEMENT & ACCEPTANCE

This Agreement, together with the applicable invoice, booking confirmation, session description, and any written addenda provided by Photographer, represents the understanding between Photographer and Client regarding the booked services. If any provision is found unenforceable, the remaining provisions will remain in effect to the extent permitted by law. By signing or electronically accepting below, Client confirms that Client has read this Agreement, understands its terms, has had the opportunity to ask questions before booking, and voluntarily agrees to be bound by it.

CLIENT ACCEPTANCE

Client Name: _____

Session Date: _____

Client Signature: _____

Date Signed: _____

Electronic Acceptance: If this Agreement is presented through an online booking or checkout system, Client's electronic signature, checked acceptance box, completed booking, or payment may serve as Client's acceptance of these terms to the extent permitted by applicable law.

Business: Dyonna James Photography | Client-Photographer Agreement & Session Policies

This template is a business document and is not a substitute for legal advice. Consider having an Ohio attorney review it before publishing or relying on it as a binding contract.