

# CLIENT AGREEMENT

## FOR PHOTOGRAPHY SERVICES

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Date of Portrait Session: \_\_\_\_\_

This agreement is between Client 1 and Client 2, hereinafter referred to as "Client(s)", and Dyonna James Photography, LLC, hereinafter referred to as "Photographer".

**SERVICES:** Photographer agrees to take photographs per client request, allowing for artistic expression. Photographer agrees to create high-quality photographs ideal for web display or print. Photographer will use professional editing to edit digital images to represent Photographer's artistic style. Photographer agrees to provide a digital preview within 14 days of session date unless stated otherwise in writing.

**PAYMENT:** Client agrees to pay upon date of session the final amount due. In return, photographer agrees to provide images within 3 weeks of session date to Client. The photographer agrees to provide a preview of images and print and product pricing (if applicable) for image purchase. Photographer agrees to provide session fee details before signing of this document.

**RETAINER:** At the time of booking, client agrees to pay a non-refundable deposit of 50% to secure the session date. The deposit amount will be applied towards the session fee for photography services.

**CANCELLATION POLICY:** Client understands that all deposit fees are non-refundable. Cancellations received 14 to 30 days prior to the event/session, paid or unpaid invoices will be refunded at 50% of the invoice, less the retainer fee. No refunds will be given for cancellations received within 14 days of the session and all unpaid invoices will be due in full. Eligible refunds will be processed within 60 days of receipt of written notice of cancellation.

Arriving 15 minutes late or more to a session may result in cancellation or reschedule.

Late cancellation or no-show may result in refusal of future services.

**WORK PRODUCT OWNERSHIP:** Any copyrightable works, ideas, discoveries, products and images (ie - "the work") remain under the ownership of the photographer. Under no circumstances does this ownership transfer to the client. Client may not alter the work of the photographer in any way. This includes the use of digital filters on social media sites including, but not limited to Instagram, Facebook, etc.

**PRINT PRODUCT ORDERING:** All sales of products (prints, albums, digital images, etc.) are final. Once Client has ordered and payment has been made, there are no refunds or returns. All images are printed at a professional lab of Photographer's choosing.

EDITING: Client understands that Photographer reserves the right to edit and release only the images that are deemed credible as professional in quality and within Dyonna James Photography's artistic style and standards. Photographer shall perform basic edits i.e. corrections to contrast, lighting, and color, as well as removal of acne, rashes, scratches, bumps, etc. Photographer does not perform cosmetic edits, i.e. any changes to inherent qualities of a person. Cosmetic edits include, but are not limited to: adding or removing hair, changing hair color, changing shape of body, nose, eyes, etc. Photographer alone reserve the right to edit images.

IMAGE ARCHIVE: Client images will be available for purchase and/or download for 8 weeks following the session date. After 8 weeks, images may be purged from the hard drive and no longer available for access. Photographer may retain certain images for promotional purposes. Photographer is not responsible for storing images beyond the 8 week period.

RAW FILES: Photographer will not under any circumstances release RAW, unedited images to the Client.

MODEL RELEASE: Photographer requires Clients to sign a model release for the purpose of using images for future marketing purposes (including, but not limited to website and social media marketing) or for display in Photographer's portfolio whether in print or online.

LIABILITY: Photographer is not responsible for any damage to persons or property during the photo session. Client is responsible for his/her own children and their safety. Client releases Photographer of any and all liability.

INDEMNIFICATION: Client agrees to indemnify and hold harmless Photographer from any claims, losses, fees, attorney fees, costs and judgments against the Photographer that result from acts of omission of the Client, Client's family members or any acting agent of the Client.

GOVERNING LAW: This contract shall be governed by the law of the state of Ohio.

CLIENT 1 NAME (WRITTEN) \_\_\_\_\_ Date:\_\_\_\_\_

CLIENT 2 NAME (WRITTEN) \_\_\_\_\_ Date:\_\_\_\_\_

CLIENT 1 SIGNATURE: \_\_\_\_\_ Date:\_\_\_\_\_

CLIENT 2 SIGNATURE: \_\_\_\_\_ Date:\_\_\_\_\_

PHOTOGRAPHER SIGNATURE: \_\_\_\_\_ Date:\_\_\_\_\_

# MODEL RELEASE

## FOR PHOTOGRAPHY SERVICES

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This agreement is between Client 1 and Client 2, hereinafter referred to as "Client(s)", and Dyonna James Photography, LLC, hereinafter referred to as "Photographer".

I \_\_\_\_\_, hereby assign full copyright of these images to the Photographer. I hereby irrevocably authorize Dyonna James Photography to use photographs of me and/or my property and authorize Dyonna James Photography assignees, licenses, legal representatives and transferees to use and publish (with or without my name, company name or with fictitious name) photographs/images herein described in any and all forms and media and in all manners including composite images or distorted representation for the purpose of publicity, illustration, commercial art, advertising, publishing (including online or print) for any product or service, or other lawful uses as may be determined by the photographer of Dyonna James Photography. I further waive any rights to review/approve any uses of the images, any written copy or finished product. I am of full legal age and have read and understood the terms of this release.

CLIENT 1 NAME (WRITTEN) \_\_\_\_\_ Date: \_\_\_\_\_

CLIENT 2 NAME (WRITTEN) \_\_\_\_\_ Date: \_\_\_\_\_

CLIENT 1 SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

CLIENT 2 SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

# MINOR MODEL RELEASE

FOR PHOTOGRAPHY SERVICES

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This agreement is between Client 1, hereinafter referred to as "Client", and Dyonna James Photography, LLC, hereinafter referred to as "Photographer".

I \_\_\_\_\_, hereby assign full copyright of these images to the Photographer. I hereby irrevocably authorize Dyonna James Photography to use photographs of me and/or my property and authorize Dyonna James Photography assignees, licenses, legal representatives and transferees to use and publish (with or without my name, company name or with fictitious name) photographs/images herein described in any and all forms and media and in all manners including composite images or distorted representation for the purpose of publicity, illustration, commercial art, advertising, publishing (including online or print) for any product or service, or other lawful uses as may be determined by the photographer of Dyonna James Photography. I further waive any rights to review/approve any uses of the images, any written copy or finished product. I am of full legal age and have read and understood the terms of this release.

MINOR CHILD NAME (WRITTEN) \_\_\_\_\_ Date: \_\_\_\_\_ MINOR

CHILD NAME (WRITTEN) \_\_\_\_\_ Date: \_\_\_\_\_

I certify that I am the parent or legal guardian of the above-mentioned minor and have the legal consent and authority to execute the above release on behalf of the minor.

CLIENT 1 SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_ Email: Email:

dyonnajphotography@gmail.com Telephone: 614.614.565.9620 Web: dyonnajamesphotography.com

DYONNAJAMESPHOTOGRAPHY,LLC