

Photography Session Agreement

1. Scope of Work:

PHOTOGRAPHER agrees to provide no fewer than the amount of pre determined by their chosen package for CLIENT to view after the shoot, and is not required to provide more than this number of images. PHOTOGRAPHER will perform post-processing or digital image editing services on these photos where artistically necessary. Additional photos MAY be available for purchase, however the minimum amount of photos has been pre determined and agreed by the CLIENT upon prior to the session.

2. Fees:

In consideration for the photography services provided by PHOTOGRAPHER, CLIENT agrees to pay a 50% of the session fee retainer at the time of booking, and the CLIENT agrees to pay the remaining 50% of the session fee on the session date pre determined at time of booking. CLIENT agrees to pay the photographer a non-refundable payment totaling 100% (one hundred percent) of the total price of the photography services should the CLIENT require cancellation of the session with less than 24 hours notice and cannot agree upon a mutual reschedule date. The payment reserves the photographer's time, and pays for the photographers time both on the shoot and in post processing, which can take many hours. The fee also includes the use my talent, use of my props, camera and lighting equipment, creative editing, and printing and personal rights to the photos that the PHOTOGRAPHER provides for the CLIENT.

PHOTOGRAPHER agrees to not advertise availability of this same time slot to any other potential clients.

3. Work Product

PHOTOGRAPHER will provide the photos to CLIENT no more than 20 days after the date of the SHOOT in the format of an ONLINE GALLERY.

All photos delivered to CLIENT are licensed for CLIENT'S personal use only. Photos from the SHOOT to be delivered to the client will be according to the following order:

The PHOTOGRAPHER agrees to provide a minimum number of photos set above in section 2 to the client within 20 days. These photos will be high resolution, edited, digital images in an ONLINE GALLERY format.

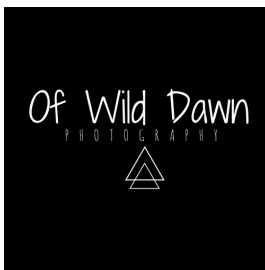
The GALLERY of the set number of photos will remain open for fourteen (14) days after it is sent to the CLIENT. It is the CLIENTS responsibility to download and save the GALLERY on a device of their choice within this time frame. The GALLERY automatically deletes after 14 days.

CLIENT understands and agrees that IF the CLIENT is ordering prints from the online gallery it will take

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longer for delivery. Printing Company must deliver photos in a reasonable amount of time after the CLIENT has made a final order. Prints must be ordered within 14 days.

4. Indemnification:

4.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the SHOOT.

4.2 - If PHOTOGRAPHER is unable to perform the services in this contract due to any cause outside its control, client agrees to indemnify photographer for any loss damage or liability; however, PHOTOGRAPHER will return in full all payments made by CLIENT to PHOTOGRAPHER in relation to this SHOOT.

4.3 - CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.

4.4 - CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos from this shoot 14 days after the photos have been delivered to CLIENT in their GALLERY.

4.5 – CLIENT agrees to hold PHOTOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with PHOTOGRAPHER.

4.6 – PHOTOGRAPHER will strive to present photos in a consistent manner but is not required to cater to specific aesthetic preferences of CLIENT. Art is subjective and therefore the CLIENT is aware of the artistic style of the PHOTOGRAPHER and therefore will not demand or expect the PHOTOGRAPHER to conform to the specific aesthetic preferences of the CLIENT.

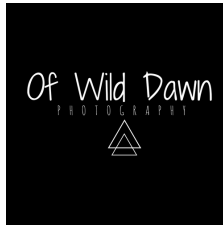
5. Duty of Client

CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the SHOOT. PHOTOGRAPHER has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent photographer from photographing the event(s) is not the fault, liability, or responsibility of PHOTOGRAPHER.

The CLIENT will not alter, change, edit or “photoshop” any of the photographs they are provided with by the PHOTOGRAPHER.

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6. Exclusive Photographer

CLIENT agrees and understands that no other party other than PHOTOGRAPHER may take pictures of any poses, lighting situations, or setups made by the photographer. This slows down the photographer's work and the set up is the personal property of the PHOTOGRAPHER and CLIENT agrees to take responsibility for insisting that no person(s) get in the way of the PHOTOGRAPHER or take pictures in these situations. This is especially important in event scenarios.

7. Model Release

CLIENT grants permission to PHOTOGRAPHER and its assigns, licensees, and sublicensees, permission to use CLIENT'S image or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, PHOTOGRAPHER may use CLIENT'S likeness and image on PHOTOGRAPHER'S website or other advertising.

9. Assignability and Parties of Interest:

CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific photographer. PHOTOGRAPHER may sub-contract or assign this contract to any second-shooter, PHOTOGRAPHER may assign any photographers associated with OF WILD DAWN PHOTOGRAPHY to perform its duties under this contract. All photographers must be capable and competent to perform the services in a standard manner.

Proceeding with your payment, session, and any further communication with Crystal Dawn Cook from Of Wild Dawn Photography automatically assumes consent and agreement to this contract and automatically enters you into a binding agreement with Of Wild Dawn Photography.

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