



MOTS Media Photography
Policy & Terms
Updated: January 10, 2021

Written & Designed by



MOTS Media Photography | Policy, Terms & Agreement

Made effective for all purposes in all respects as of August 2019 to present day.

1: DEPOSIT & PAYMENT

The total cost of a custom photography session shall be priced accordingly. THE CLIENT agrees to THE PHOTOGRAPHER via invoice for all transactions. In other cases, a deposit of 50% will be due prior to the session date. This deposit is a non-refundable fee. The deposit covers the time and talent of the photographer, basic retouching and creative editing of images, as determined by the photographer, and a gallery of images (up to a specified number of images), which will be provided online in a digital format. Before the final gallery of images is sent to THE CLIENT, THE CLIENT shall pay the balance (the final payment) that will be due. Final image proofs will not be processed until payment in full is received.

2: TRAVEL & LOCATION COSTS

If there are any costs or fees associated with the location THE CLIENT has chosen for their session, THE CLIENT will be responsible for those fees. The photographer will not guarantee or arrange payment on any location. Session fee covers travel within 30 minutes of the designated area. Any location outside of these limits will be subject to an additional charge of \$1 per mile as a part of the agreement. These additional fees will be added to the cost as described in Section 1.

3: RESCHEDULING

If an illness or situation prevents a photo session from taking place, THE CLIENT may reschedule their session at least 7 days prior to their shoot without penalty. Should THE CLIENT fail to give a 7 day notice, or wishes to cancel the photography session, the deposit stated in Section 1 shall be retained by the Photographer. The Photographer reserves the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control.

4: RE-SHOOTS

Re-shoots are determined as the discretion of the photographer. Re-Shoots will not be given for poor choices of clothing, make-up, hair or weather related issues, or by not following the recommendations by the photographer.

5: PROOFS

Proofing of CLIENT's images will be available for online viewing after the session date. THE CLIENT will be shown all the final best photographs from the session in digital format only. From those proofs, THE CLIENT may choose up to a select number of images which the Photographer will then photo edit and finish for high-resolution printing.

6: ARCHIVES

All images will be available for ordering for two (2) months following the first CLIENT viewing date. After two (2) months, all images will be purged from photographer's hard-drive, except as needed for promotional purposes, to be determined by photographer at photographer's sole discretion.

Photographer is not responsible for loss or damage to the digital files due to circumstances beyond photographer's control. THE CLIENT will be given a back-up copy of all digital photographs that they will be solely responsible for. It is recommended that THE CLIENT store the copies in multiple computers, as well as in a cloud storage service (i.e.: DropBox, Google Drive, iCloud, etc.).

7: MODEL RELEASE

This agreement acts as THE CLIENT Model Release Form so that MOTS Media (Photographer) may display images from their session on the Photographer's website portfolio or other social media and/or print marketing material. THE CLIENT grants permission to (Photographer) to reproduce the photographs taken of them, and/or members of their family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium.

THE CLIENT hereby assigns the COMPANY the irrevocable and unrestricted right to use and publish photographs of THE CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. THE CLIENT releases all claim to profits that may arise from use of images.

THE CLIENT must be over the age of 18. If THE CLIENT is not over the age of 18, a Legal Guardian must sign a contract on their behalf.

8: LIABILITY

The Photographer is not responsible for any injuries inflicted upon any participating parties. CLIENT will be responsible for themselves and their children, and releases the Photographer from any claims against their person or their business.

9: COPYRIGHTS & OWNERSHIP

The photographs produced by the MOTS Media (COMPANY) are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the COMPANY's explicitly written permission. If THE CLIENT has purchased an "Image DVD" from the COMPANY, upon final payment by THE CLIENT, limited copyright ownership of the resulting images will be transferred to THE CLIENT. If THE CLIENT has purchased an "Image DVD" from the COMPANY, the COMPANY grants THE CLIENT permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to the COMPANY. THE CLIENT must obtain written permission from the COMPANY prior to publishing or selling the photographs.

The US Copyright Act protects professional photographers by granting them the exclusive reproductive rights to all images they produce.

Violations include, but are not limited to, making physical copies of digital or print images, scanning images, printing images from home or at any

physical or online printing company, and screenshotting or downloading images from our website (without prior written consent from the photographer).

The Photographer retains all copyrights to all images created during CLIENT's session. A print release may be purchased with digital files to print portraits for personal use up to designated size listed on print release. It is illegal to copy, scan, download, print, share, or alter any image created by the Photographer without their prior written consent.

Please understand that we take our service to you as a professional very seriously, and you have hired us for our quality, artistry, expertise, and reputation. In order to protect our reputation and the quality of work that we provide to our CLIENTs, we must maintain full control over the printing and quality of the presentation of the images, as well as all forms of reproductions of these images.

10: EXCLUSIVE PHOTOGRAPHER POLICY

This policy ensures that MOTS Media is the only photographer that THE CLIENT hires for the day and that THE COMPANY has the right to ask anyone not affiliated with THE COMPANY to not use their camera.

This agreement contains the entire understanding between the COMPANY and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.