

BASIC PHOTO SESSION AGREEMENT

- A. This agreement is between _____ (the **photographer**) and _____ (the **client**).
- B. This contract is for services and products related to a photography shoot on the date of _____ and the resulting photos.
- C. **LIABILITY:** The **photographer** is not responsible for any injuries inflicted upon any participating parties. **Client(s)** will be responsible for their children and for themselves and release the photographer from any claims against their person or their business.

DESCRIPTION OF WORK

- D. The **photographer** agrees to provide photos at the rate of _____.
- E. There are _____ (number of photos) to be licensed to the **client**.
- F. Description of work: _____

PAYMENT AND DELIVERY

- G. **FEES:** The **client** agrees to pay the sum of _____ for these services. The **client** agrees to pay a 50% non-refundable deposit *before* the session starts and make the remaining payment *after the session is over and before* the **photographer** delivers files. The **client** agrees to pay the sum of the agreed rate within 30 days of billing. The **client** agrees to pay a \$0.40/per mile travel fee if the agreed shoot location is greater than 30 miles away from Christiansburg, VA (24073).
- H. **RE-SCHEDULING/RE-SHOOTS:** If an illness or situation prevents a photo session from taking place, the **client** may reschedule their session at least 24 hours prior to their shoot without penalty. Should the **client** fail to give 24 hours notice, or decide to completely cancel the shoot, the session fee is still required. Re-shoots are determined at 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 of the **photographer**. The photographer reserves the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control.
- I. **DELIVERY:** The **photographer** agrees to post-process the photos and provide them in JPEG format via Google Drive within 30 days of the shoot.
- J. The **photographer** will offer to make changes to the photos in the client's favor for up to 60 days after the shoot, but the **photographer** is not under any obligation to cater to the specific aesthetic preferences of the **client**. The **photographer** is not responsible for loss or damage to digital files due to circumstances beyond the **photographer's** control.
- K. The **client** understands and agrees that the **photographer** is not required to maintain copies of the photos from this shoot 90 days after they have been delivered to the **client**.

USAGE

- L. The **photographer** retains all copyrights to all images created during the **client's** session. The photographs produced by the **photographer** are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the **photographer's** explicitly written permission.
- M. **USAGE RELEASE:** The **photographer** grants permission to the client to have photos printed for personal use. The **photographer** grants permission to the **client** to post photos online as long as credit is given to the **photographer** and her business.
- N. **MODEL RELEASE:** The **client** grants permission to the **photographer** to use the photos however she sees fit; in her portfolio, on social media, and in advertising efforts.
- O. **ATTRIBUTION:** The **client** agrees to give credit to both the **photographer** and her business wherever it is posted publicly online. The **client** agrees to mention both **Sarah Vogl** and **Gray Matters** (and/or the website address **graymatte.rs**).
- P. The **client** agrees not to modify, edit or use filters on any of the **photographer's** work.

