

Sniff Snack & Snooze Dog Furtography

Dog Portrait Session Contract Agreement

I will always do my best to fulfill and hopefully even exceed your photography needs. But it's often best for everyone to have a few things written down so that we both know what's what, who does what and when, and what happens if something goes wrong.

All my photography is conditioned upon the following terms and conditions of my business. Although these terms may vary with each photo assignment they will always be included with every photo session that I do.

This dog portrait session contract agreement states what a session with Sniff Snack & Snooze Dog Furtography entails and to ensure that I am able to deliver on your expectations. Please read all information carefully. In signing this dog portrait session contract agreement indicates you have read, agreed with and understand the terms and conditions in this agreement. If you have any questions, please let me know before the session.

This document is a contract agreement made between: Sniff Snack & Snooze Dog Furtography (referred to hereafter as "Photographer") and "Client". No other agreements have been made by either of the parties except as set forth herein.

Booking

Client agrees to pay Photographer 50% of session fee due at the consultation to book to secure their appointment date and time and the remaining balance due the day of photo session at the beginning. The session fee covers the time and talent of Photographer only. Prints, products or digital images are available for purchase through Photographer's website and are sold separately.

Additional/Travel Fees

The Client will be responsible to pay any additional expenses not already included within the contract price. If there are any additional costs associated with the location the Client has chosen for their session, (admission fees, parking, etc.) the Client will be responsible for those costs. The Photographer will not guarantee or arrange payment on any location.

Session fee covers travel within 30 km's of Photographer's area. Any locations outside of these limits and travel between locations will be subject to an additional charge of \$.50/km. In the event of a cancellation or rescheduling any travel or additional fees already paid will not be refunded. Any additional travel fees will be added to the final invoice.

Viewing of Proofs

Final proofs will be available for viewing in an online password protected gallery approximately two weeks after the session date. Photographer will contact Client to let them know when proofs are ready. If an emergency comes up for the Photographer it is understandable that the Client gallery may be delayed for viewing. Client will have access to this gallery for 7 days. During this 7 days Client is to make all decisions on what photos they would like for prints, products or disc of images before being archived. There is a fee of \$30 to rehost your online gallery after the 7 days. A reactivated gallery will remain online for 3 days. Only the best photographs will be selected at the Photographer's discretion and carefully edited to the Photographers artistic satisfaction. Photographs that do not meet the Photographer's satisfaction are deleted from the system. In the unlikely event that the Client is not happy with the photographs from their session there is no obligation to purchase any photographs, products or digital images and session fee and any monies paid will not be refunded.

Ordering

All orders of prints, products or digital files will not be processed until payment is received in the full amount. Photographer does not accept partial payments. This includes extra prints, albums, special editing and enhancement of images, high-resolution digital files, and any other services ordered after the session. Once an order is placed, it can take up to 2-4 weeks depending on the prints, products or digital images ordered. Clients can pick up their products from photographer's home at an agreed date and time or pay extra for shipping.

Prints

All prints and products are to be inspected by Client at delivery and your signature is required stating they meet your approval. After this all sales are final and purchased products cannot be returned and all monies paid is non refundable. Once the prints or products have been delivered to the Client, Client is responsible for the maintenance, safety of all prints, products or digital images. Photographer is not responsible for the damage of products

after delivery to client, including damage caused during transit by mail. If any products arrive damaged through no fault of the Client, Client may return the products for replacement base on Photographer's discretion. Photographer is not responsible for printing errors or for quality of print or products that are reproduced by the Client from CD of high res digital images purchased.

Print Life/ Reproduction Print Color

The Client is aware that color dyes in photography prints may fade or discolor over time due to the inherent qualities of dyes and inks, and materials. Client releases the Photographer from any liabilities for any claims whatsoever based upon fading or discoloration due to such inherent qualities. Prints made at different sizes, times, from different cameras, are expected to have variations from each other in color balance. The Photographer will provide a pleasing color balance but cannot guarantee exact color matching. Due to a variety of lighting conditions and the limitations of digital cameras, some colors may alter throughout a set of photographs. Please note that certain colors do not reproduce exactly in print. The limitations of computer monitors it is understood that images appear differently according to the specification of each monitor and prints will not match images rendered on any particular computer monitor. It is recommended when displaying or storing prints, to use archival materials whenever possible.

Digital Files

Low res web size digital images are provided with each session on a CD and all images will have the Photographer's watermark on them indicating they are proofs and showing the Photographer's name and copyright information. The low res images that are being provided to the Client are for personal use only and maybe shared online by email, facebook etc.

The disc of high res images must be tested within the first 3 days of receipt to ensure that the photos load correctly and notice must be given to photographer stating so. In the event of a faulty disc, the original disc has to be returned to Photographer where disc will be tested in order to receive a new one. After 3 days from receipt, if Client learns the disc does not work properly or if at any time it is damaged while in Client's possession, the original disc must be returned, along with a \$30 fee for retrieving the high-resolution files.

If the disc of high res digital files is purchased, a print release is included to print images for personal use only. It is understood that the Client only has printing rights and under no circumstances can use the images for commercial purposes, profit or photographic competition, display or edit images in any way without Photographers written permission. Print ready photographs are optimized for print only and are not permitted to put online for public viewing.

Please be aware that high res digital images take up considerable amount of storage space. Client is responsible for using, protecting and making electronic back-up copies of any high res digital files that are purchased. Photographer is not responsible for loss or damage of digital files by Client, Client also releases the Photographer from any obligation to maintain copies of any digital images. The Photographer is not liable for any incompatibility that may be incurred in playing back such images due to the Client's equipment nor responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read disc of images provided. It is the Client's responsibility to make sure the digital files are copied to new media as required. Client assumes responsibility for using the high and low resolution images for viewing and personal printing purposes only.

Archive and Storage

The Photographer archives all proofed images from each session for one year after the sessions date. Photographer may delete all proofed images from all external hard drives after one year except as needed for promotional purposes to be determined by Photographer's sole discretion.

In the event the Client would like to purchase additional prints, products or digital files in the future a \$30.00 archive retrieval fee will be applied as long as the photos are still achievable.

Pricing

The prices in this agreement are based on the Photographer's standard price list. The Client agrees that they are aware of and have viewed the current price list for the session fees and all prints, products and digital images. This price list is adjusted periodically and may change without notice. Orders placed shall be charged the prices posted at the time this contract was signed. Future orders shall be charged at the prices in effect at the time when the order is placed.

Copyright Law

The Photographer owns all copyrights and ownership of all images created and has the exclusive and unrestricted right to make reproductions to promote the business advertising, brochures, magazine articles, websites, exhibitions, competitions, sample albums and prints, and other such materials. Client is not allowed to copy, scan, download, print, share, alter, or reproduce any images from their online gallery, Photographer's website or other materials including printed products ordered through Photographer it is illegal and considered stealing and against copyright laws, regardless of the intent of use. Even though the pictures may be of you or your pet the Photographer still owns all copyrights and ownership to all images. This contract does not provide the Client with any ownership or rights to use digital image files.

Rescheduling by the Photographer

If The Photographer has to reschedule the session due to illness, weather, equipment malfunction, or other circumstances beyond the Photographer's control Photographer will make every effort to reschedule at the earliest possible date. If Photographer can reschedule the session and all session fees and deposits are non-refundable even if the session is rescheduled or canceled for any reason other than inclement weather. Rescheduling due to extreme weather is solely the discretion of the Photographer. If it is not possible for a session to take place on a scheduled day due to weather, another session can be rescheduled on an agreed with no additional charge.

Cancellation by the Photographer

If The Photographer has to cancel this contract for reasons beyond The Photographer's control the Client may have another photography session or have deposit already paid returned in full and the Photographer shall have no further liability with respect to this agreement and is not liable for extra costs paid by Client.

Rescheduling by the Client

The Client may reschedule the session due to illness of anyone involved in the session by sending a written notice to the Photographer at least 48 hours prior to the session date. If Client fails to give 48 hours written notice or decides to completely cancel the session it will result in the loss of the deposit and any other monies paid and will not be refunded. The session fee deposit is transferable up to 3 times only if you contact the Photographer no less than 48 hours with a written notice. Unless there is an emergency

situation or bad weather Photographer cannot reschedule sessions just because. Requests for rescheduling are done at the Photographer's discretion. The new session date shall not be later than one year after the original session date. At the discretion of the Photographer and subject to availability, all monies paid will be applied to the new session date. In this case the total fees chargeable shall be the fees that apply at that time of original booking. In the event that a suitable date cannot be agreed by both parties the rescheduling will be treated as cancellation by the Client.

Cancellation by the Client

Client understands that by entering into this dog portrait session contract agreement Photographer is foregoing other photographic sessions. The Client may cancel this contract by sending a written notice to the Photographer at any time. The deposit paid is non-refundable and any other fees already paid cannot be refunded and as compensation for loss of income for the Photographer.

Cooperation/No Shows/Termination

Client agrees to cooperate in scheduling and time management to allow the Photographer to perform the taking of pictures under this contract. Client further agrees that Photographer is not responsible for the actions of others that interfere with the Photographer's ability to take pictures under this contract. When the Photographer is photographing Client shall cooperate so that Photographer's work will not be interfered with. If for any reason the Client's actions are such that the Photographer is unable to schedule or meet deadlines or the Client is being unreasonable in dealing with the Photographer may terminate this agreement and session. The Photographer reserves the right to terminate any session due to any failure of the Client to agree to the requirements set forth in this contract or if the pet(s) being photographed are unwilling to be photographed due to stress or illness or if anyone in the session is behaving in a manner that the Photographer thinks is inappropriate with the purposes of the session. In the event of any such termination the Photographer may offer to schedule a new session in its sole discretion; however it is under no obligation to do so. Under no circumstances will the session fee, additional fees already paid be refunded and the Photographer is not liable for the quantity and quality of pictures taken.

Photographer is not responsible if Client or key individuals fail to appear during portrait sessions or for missed images due to details not revealed to Photographer during the consultation. If Client or key individuals fail to

appear for portrait session the session fee is non-refundable. If the Client is late for the session the Photographer is not responsible to provide additional time for the shoot.

Please Note: Due to the changes of the weather and the willingness of you dog it may not be possible to capture all of the images requested by the Client. Although every effort will be made to comply with The Client's requirements Photographer does not guarantee to capture any particular image(s) or meet any particular criteria as part of its performance under this contract. Re-shoots are determined at the discretion of the Photographer and refunds will not be given for poor choices of clothing, grooming or weather related issues, or by not following the recommendations of the Photographer.

Limit of Liability for Photographer

The Photographer takes the utmost care with respect to exposure, retouching, processing, delivery and archiving the digital photographs. However, in the unlikely event that photographs have been lost, stolen, lost or damaged in the mail, through camera malfunction, computer malfunction or destroyed for reasons beyond the Photographer's control, Photographer's liability is limited to a full refund of all payments received or a reshoot can be scheduled at no additional cost.

This also applies if the Photographer cannot perform this contract due to causes beyond the control of the Photographer. Photographer will make every effort to reschedule. If for whatever reason this is not possible and the Photographer's liability shall be limited to a full refund of all monies paid, but will not be liable for any amount in excess of the value of the Client's order and session fees paid.

Limit of Liability for Client

Client will be responsible and assumes the risk of all damages or injuries to their pet(s), themselves and participants in the session including any interaction between dogs participating, all destruction of personal, business or public property, or personal injury before proceeding, during and immediately following a session, specifically including the risks associated with on-location sessions.

Any breakage or damage to the Photographer's equipment is the sole financial responsibility of the client to replace equipment. Know your dog their behavior and limitations before bringing them to any public area.

Please disclose any behavioral or aggression issues before your session at the consultation.

Client hereby certifies that to their best of their knowledge their dog is in good health and has not been ill with any known contagious diseases and has been fully vaccinated for bordetella (commonly known as "kennel cough"), rabies, distemper and parvo. Client agrees that if immediate or emergency care is needed and provided Client shall be solely responsible for the cost of any and all such care of their dog.

Please note that no dog shall be exempt from the vaccination requirements unless there is a valid medical reason with proof supplied in writing by a licensed veterinarian. Both a regular flea control program and heartworm testing and preventative are strongly recommended.

Client is aware that their dog may be exposed to infectious diseases as listed above. However, since Photographer has advised Client that their dog should be fully vaccinated against those diseases before attending session Client is responsibility for any such exposure. Client also acknowledges that in addition to the diseases described above their dog may be exposed to other infectious diseases. However, in order for Client's dog to participate in photo session activities, Client alone assumes the responsibility of such exposure to all other infectious canine diseases.

Client understands that at all times their dog must be leashed and under Client's full control. Client agrees that in order to attend a session their dog is required to be well-behaved, sociable around adults, children, and other dogs. Client agrees to be solely responsible for any and all acts or behavior of their pet while in photo session. Should Client's dog become frightened, agitated, or aggressive, Client understands that they must take immediate action to gain control over their dog and to remove their dog from the situation. Client further understands that Photographer reserves the right to physically remove dog from any situation where a disturbance is created where the dog appears dominant or aggressive or that is deemed to be dangerous or undesirable to Client's dog or any other dog(s) or person, and that in any such situation we may be asked to leave the session without refund of any monies paid.

Client is aware that given the sometimes unpredictable nature of dogs an interaction could take place between dogs at the session which may result in an injury to Client's dog, to other dogs, to Photographer and to other people.

Client understands that they are solely responsible for financial or otherwise for any such injury or harm afflicted by their dog to any other dog or person while their dog is attending the session, and that likewise, other people attending the session is solely responsible, financially or otherwise, for any injury or harm afflicted by their dogs or to Photographer during the session.

Changes to this Agreement

This agreement contains the entire understanding between Photographer and Client. There may be additional charges if changes are made to this agreement. Client may increase the period of Photographer's service on the portrait date, provided Photographer is available during the time requested. Added expenses resulting from such change, including additional service cost, digital capture costs, and change-related fees will be added on to the final balance and will be paid in full by Client prior to delivery of the final images.

Any changes or alterations to this agreement must be agreed upon by both parties in writing and attached to this agreement. Signing this agreement constitutes full understanding and agreement to the terms and conditions as stated herein.

By signing this session contract agreement, Client hereby certifies that they have fully read, understand and agree to all of the above.

Client: _____

Date: _____

Photographer: _____

Date: _____