Photography Session Contract

work requested must be paid prior to additional work commencing

| Phase Fotografie | Date of Session: |
|--|--|
| | Photographer Start Time: |
| | Photographer End Time: |
| | Location: |
| OFFICE 13217 Park Lane Fort Washington, Md 20744 | Clients Name: |
| | Event Name: |
| PHONE 301.351.6216 | Address: |
| EMAIL chase3fotografie@gmail.com WEB phase3fotografie.com | Phone: |
| | Email: |
| | Photography Expectations and Special Request (Please be specific): |
| ohotographer : Tiffany Capri Johnson | |
| | |
| | Session Price \$ (any additional work \$/hour) |
| | 50% of balance (non-refundable) deposit is due at the signing and submission of this contract to the photographer. Deposit \$ |
| | This is non-refundable deposit secures your booking. |
| | The remaining balance of \$ is to be paid on the day of the photo shoot before any pictures are taken. Any additional |

and will be noted on receipt.

- Phase III Fotografie - lights. camera. capture.

Photography Session Contract

1. PHOTOGRAPHY SESSION ORDER:

This signed Contract constitutes and order for photography in the form of high resolution images (print) and low resolution (web) on digital files. There are no oral

or other agreements of the parties hereto and this Contract constitutes full and complete understanding and agreement between the Client and the Photographer.

2. LIMIT OF LIABILITY:

Although care will be taken with the digital files, the Photographer limits any liability for loss, damage or failure to deliver photographs for any reason of Photographers non-performance caused by any force or similar circumstances, illness, accident or any cause beyond their control. In any event, the limit of Photographer's liability shall not exceed the contract price stated herein.

3. EXCLUSIVE PHOTOGRAPHER (relates to portrait or non-event sessions only) It is understood that no other photographer, amateur or professional, shall be allowed to photograph at the session near the Photographer while she is working due to reasons of the photographer delivering the quality of images as expected. Any breach of this agreement can constitute a reason for non-completion of the job with no liability to the Photographer.

4. OWNERSHIP OF DIGITAL FILES:

It is agreed that dual ownership of the digital files will be maintained by the Client and the Photographer. Upon delivery of the digital files to Client's physical control, the client shall gain personal non-commercial rights to images. It is also agreed that the Photographer will have full rights to use all images for advertising purposes. Clients have the choice to purchase additional CDs of the original files at the time of purchase. However, the Photographer does NOT guarantee archival of the digital files passed a period of one year after the session/event date and will not be held responsible if loss occurs as per section 1.

5. DISPLAY or PROMOTION:

It is agreed that the Photographer may display and use photographs from session/event for website and internet promotion, and any other **non-commercial purposes** thought proper by the Photographer.

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6. RESERVATION DEPOSIT & PAYMENT SCHEDULE:

Upon signature, the Photographer (Tiffany C. Johnson) reserves the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the deposit of 50% of the balance stated is non-refundable, even if event date is changed or photo shoot cancelled for ANY reason. Sessions can only be rescheduled one time at no cost.

The deposit is to be paid at time of parties signing this contract. The deposit is applied towards the total balance upon completion and submission of this Contract. Client understands and agrees that the entire amount owed for the photography package described in this Contract is due on, or before the photoshoot day. (No pictures will be taken until paid)

7. GUARANTEED DELIVERY:

Photographer agrees to have the contracted order for the photoshoot photographs completed within a reasonable period of time from the shoot day. (Event image turnaround time is 24-48 hours). Also any other photographic edit orders will be completed within 1 week of order placement.

8. INDEPENDENT CONTRACTOR:

The terms of this contract is accepted by:

This Contract is not to be construed as an employment agreement in any way. The Photographer functions as an independent contractor.

9. CANCELLATION:

In the event the Client must cancel the contracted services for photography on this Contract, and balance is paid prior to the event/session the Photographer agrees to refund all money paid, excluding the deposit fee.

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|---------------------------------------|-------|
| Client Name: | Date: |
| Client Signature: | Date: |
| Photographer Name: | Date: |
| Photographer Signature: | |