



*Agreement for*

**PHOTOGRAPHY SESSION & SERVICES**

**Motherhood Event: Petite Portrait Sessions**

Thank you for choosing First 28 Photography! Our mission is to provide you with a luxury experience, beautiful memories, & fine art products that you will cherish for lifetimes.

We are so excited to serve you and consider it an honor to capture your memories.

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As of the date entered above (in the Client Questionnaire), I, hereafter referred to as "Client", enter into the following agreement with First 28 Photography, hereafter referred to as "Photographer". This document constitutes the entire agreement between both parties and will apply to all future transactions.

**A. Session Fee**

Client agrees to pay photographer a \$375.00 USD deposit/retainer fee in order to schedule and hold a reservation for the Motherhood Event being held on 3/31/2019. Once the deposit is submitted, Photographer will contact Client to confirm the specific timeslot and remaining details. The final balance for any upgrades and/or additional add-ons will be due at the time of delivery of the session digital files.

**B. Location & Fees**

The session will take place at a rental farmhouse in Durham, NC. This location will allow for indoor sessions in the event of inclement weather, or outdoor sessions (weather permitting).

**C. Special Circumstances**

If the session needs to be rescheduled due to illness, weather, or other extenuating circumstances, Client may use their paid reservation amount for the Motherhood Event as a credit towards another portrait session with Photographer within 6 months of 3/31/2019. Photographer agrees to work with consideration to reschedule the shoot as soon as possible for Client and Photographer. Should client choose to cancel the session entirely, the deposit/retainer fee will not be refunded. Photographer reserves the right to reschedule due

to illness, weather, equipment-related malfunction, or other circumstances beyond their control.

#### **D. Proofs, Ordering & Payment**

Client will receive their final images 10-15 days after the session date via a downloadable link. Any final balance and payment information will be included with the delivery of the final images. Due to the custom nature of the services and products, all sales are final.

#### **E. Archiving**

All images will be available in the online gallery for two (2) weeks. After two months from the session date, the photographer will not be required to archive session images and will only do so at the photographer's sole discretion. Photographer is not responsible for loss or damage to digital files due to circumstances beyond photographer's control.

#### **F. Damage**

Photographer is not responsible for any damage of products/orders after delivery to client, including damage caused during transit by US mail. Client assumes responsibility for the safety of all materials upon receipt. All portraits sent via USPS can be insured and require delivery confirmation upon client's request.

#### **G. Model Release**

Photographer kindly requests Client to grant photographer permission to display images from their session on photographer's website, company social media pages, and/or for marketing/promotional/advertising purposes.

#### **H. Liability**

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 photographer from any claims against their person or their business.

#### **I. Indemnification**

The Photographer shall be held harmless for any and all injury to client during the course of the photography session and the immediately surrounding events.

#### **J. Waivers**

The waiver of any breach of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement.

#### **K. Attorney's Fees**

If either party to this Agreement brings a legal action against the other party to this Agreement to secure the specific performance of this Agreement, collect damages for breach of this Agreement, or otherwise enforce or interpret this Agreement, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.

## L. Copyright Notice

First 28 Photography retains all copyrights to all images created during client's session. A print release will be provided to print portraits for personal use when digital images are purchased. It is illegal to copy, scan, download, print, share, or alter any image created by First 28 Photography during client's session without written permission from Photographer.