



GENERAL PHOTOGRAPHY CONTRACT

The contract below was created to ensure all clients know exactly what a photography session with Janessa Rose Photography and Design entails and to guarantee that client and photographer expectations are met. Please read the entire contract carefully, digitally sign and submit prior to the start of your portrait session.

Do not hesitate to email with questions and thank you kindly for your business!

SESSION INFORMATION & UNDERSTANDING: The signing of this contract states the client's understanding that it is their choice to participate in this session, and that the client will not hold Janessa Rose Photography and Design responsible for any negative actions or feelings that may commence due to the images of this shoot. By submitting this contract, the client agrees to the terms, conditions, and timeline of the session, and the delivery of images and products. The client states that they are 18 years or older. If the client is not 18 years or older, it is understood that a parent or legal guardian is required to sign this contract as well.

Schedule Arrangements: All sessions will start at the scheduled time even if the client is tardy or unprepared. The session end time will remain the same. If additional time is needed, client will have the option to pay for additional time at an hourly rate. If more than one location is used in a single session, the travel time does count towards the total session time. The same applies for outfit changes. Photographer will not be held responsible for additional sessions needed due to forgotten items. If client is late or more than fifteen minutes late without a phone call, Janessa Rose Photography and Design reserves the right to reschedule.

Additional Fees: In the event that the client specifies a certain shoot location, the client is responsible for all location fees involved such as access fees, parking, etc. Client is also responsible for arranging the location access and any permits/passes related to doing so. There are additional fees for the following: added time, additional outfit changes, or any products/prints/services not specified in the package purchased.

There may be an additional charge of \$50 per session for large parties. Additional fees may be assessed for the adding of more than one person after 10 within this portrait session. Minor retouching (fix major

blemishes, tighter crops, and change in color filter) is included in session package with no additional cost, and final images will be presented fully edited. More involved requests are billed at \$25. hr. You will be asked to confirm the additional rate before work is begun.

Cooperation: Janessa Rose Photography and Design is not held responsible for behavior of parties involved with the shoot, with the exception of photography personnel. If the desired outcome of your session is jeopardized by the behaviors of parties involved with the exception of photography personnel, Janessa Rose Photography and Design cannot be held responsible. We understand children aged newborn-two years can be particularly difficult. We reserve the right to suggest session rescheduling if progress is not achieved within the first 15-20 minutes of session.

Client Usage Rights/Copyrights: The photographs produced by Janessa Rose Photography and Design are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without explicit written permission. It is a breach of this contract to reproduce the images in any form unless permission was granted for those images. Client reserves the right to share images previously posted by photographer on social networking sites such as Facebook and Instagram. It is a breach of this contract to crop/hide studio logo if it's included in the image(s).

To obtain permission to edit session images, you must obtain a Copyright Release signed by Janessa Rose Photography and Design. Images captured by Janessa Rose Photography and Design cannot be published, sold for profit, or used within outside marketing materials without written permission from and compensation is provided before use.

Photographer Usage Rights/Copyrights: Client grants photographer unrestricted usage rights and copyrights to use and publish photographs in any manner or medium. Client grants photographer permission to use images taken within this session in samples, marketing materials, editorial, & online web presences, including but not limited to, website, social networks, blog, etc. Images may also be used in photographic competitions and for publication in which case the client will release all profits from images.

Reshoot Policy: In the event that Janessa Rose Photography and Design is required to reshoot the session without 7 days prior notice, the client will be responsible for an additional retainer deposit to secure that date. In the event that the weather conditions are not desirable for the shoot based on photographer recommendations, the session will need to be rescheduled and the fee will be waived. Due to liability and equipment damages this decision will be at the photographer's discretion.

Client reserves the right to opt for indoor photography in the event that rescheduling is not an option. In the event that a reshoot has been scheduled due to the nature of the client appearance in the previous session, the client is held responsible for purchasing an additional package. In the event the client must cancel the contracted services, and balance is paid prior to the session, the photographer agrees to refund all money paid, excluding deposit fee.

Limit of Liability: In the unlikely event that the photographer is injured or becomes too ill to photograph the session, a reshoot will be scheduled for the next available time slot. Although care will be taken with digital files, the photographer limits any liability for loss, damage or failure to deliver photographs for any reason of photographer's non-performance caused by any force or similar circumstances, illness, accident or any cause beyond their control.

All images will be backed up and archived for a reasonable length of time. After one year, it is understood that images will continuously be kept in archives but the photographer cannot be held liable for unexpected loss, damage or quality loss of session images.

Proofing & Ordering: An online gallery will be created and provided to you no later than four weeks following the scheduled session. Any design or image alteration will be emailed to you for confirmation. Orders will not be placed without your consent to print. Once images and products are approved and ordered, we bear no responsibility for errors found subsequently. In the event that an error is found after the proof has been approved and ordered, the client will be responsible for 50% of the original order (including design fees) as well as the total cost of the re-printed order. All sales are final.

Pricing: Prices are subject to change at any time without client notification regarding printed products and services provided. This contract solidifies the package contents and price at the time of booking – this excludes pricing for printed products and design fees.

Creative Privilege: By scheduling a session with us, you agree to the creative liberties and style Janessa Rose Photography and Design chooses to pursue. There are times in which an image needs a certain crop or a particular treatment. Janessa Rose Photography and Design will do our best to suit your tastes, but retains the freedom to take creative liberties in order to deliver the best possible image.

Janessa Rose Photography and Design does offer stylized photography options. Upon request, we can help choose client clothing, accessories and session props. Clients looking to obtain the best possible images from their scheduled photography session, are simply asked to trust our judgments and suggestions to help ensure the desired results.

By signing this contract, I agree to all the terms and conditions. Any amendments made to this contract must be agreed upon by all parties involved, in writing.

Client Signature

Date



Photographer Signature