



CLIENT *contract*



CLIENT INFORMATION

CLIENT NAME: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

SHOOTING DATE: _____ HOURS OF COVERAGE: _____

START TIME: _____ END TIME: _____

LOCATION: _____

TOTAL COST: _____

ENTIRE AGREEMENT

This agreement contains the entire understanding between the photographer and the client. It supersedes all prior and simultaneous agreements between the parties. In the event that the parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

PRICE

The client agrees to pay the photographer, a sum in consideration of the services to be rendered by Divine Moments Photography. The total cost is due even if the client stops the shoot before the end time established in this agreement.

PAYMENT

The photographer shall reserve the time and date of services by signing and returning this contract along with a payment of the full total cost. No date is reserved until the contract and session payment are received. The balance due for the photography services must be paid in full no less than 30 days prior to the shoot. The photographer is not responsible for reminding the client of the due payments. In the event that the client fails to remit payment as specified, the photographer shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend this shoot.

CANCELLATION

At the time the contract takes effect, the photographer shall reserve the date and time agreed upon, and not make any reservations or accept any other clients for the said date and time. For this reason, in the event that the client cancels the contract for any reason, all monies paid shall be retained by the photographer in order to offset its loss of business.

RESCHEDULING AND LATE ARRIVALS

In the event that the client wishes to reschedule a session, notice must be given at least 48 hours prior to the scheduled time. The shoot shall be rescheduled within 30 days of the original scheduled date. Availability is based on the photographer's schedule. Late arrivals will have an amount of time deducted from total time allotted for session.

SAFETY

The photographer reserves the right to terminate coverage and leave the location of the shoot if the photographer experiences inappropriate, threatening, hostile or offensive behaviour from person(s) at the shoot; or in the event that the safety of the photographer is in question.

CAPTURE AND DELIVERY

The determination of images delivered to the client is left to the discretion of the photographer. The client will receive their final high resolution, edited JPEG images via an online gallery no later than four weeks following the shoot.

POST PRODUCTION AND EDITING

The final post production and editing styles, effects, and overall look of the images are left to the discretion of the photographer. No raw files shall be provided to the client. The images will be delivered in high resolution edited JPEG format only. No re-editing will be done after the final edited copies are presented to the client.

ARCHIVING PHOTOGRAPHS

Photographer will archive digital files of all photos taken for the client for up to 3 months. The photographer does not guarantee back-up photographs, prints or data after this time.

LIMITED LIABILITY

In the unlikely event that the photographer is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the photographer, the photographer will return all retainers and fees to the client but shall have no further liability with respect to this contract. The photographer has working methods in place to prevent loss or damage to your images. In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the photographer's control, including but not limited to camera, hard drive, or equipment malfunction, the photographer liability is limited to the return of all payments received for the shoot.

COPYRIGHT

The copyright of photographs remains with the photographer. The images taken by the photographer are for personal use by the clients, their friends and relatives. Sale, publication or any commercial use of the photographs is not allowed without prior written permission from the photographer.

MODEL RELEASE

The client hereby assigns the photographer the irrevocable and unrestricted right to use and publish photographs of the client or in which the client may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The client releases all claim to profits that may arise from use of images.

WE HAVE UNDERSTOOD THE CONTENTS OF THIS
CONTRACT AND AGREE TO THE TERMS THEREIN.

CLIENT SIGNATURE: _____ DATE: _____

PHOTOGRAPHER SIGNATURE: Courtney Allen DATE: _____