

Kaylee Marie

PHOTOGRAPHY & DESIGN

PHOTOGRAPHY CONTRACT

This Agreement is entered into as of ___/___/_____ by and between:

Kaylee Coppola

1018 Bay Sky Way

Seabrook, TX 77586

(281) 513-9023

Kaylee Coppola@gmail.com

&

Client's Name: _____

Client's Address: _____

Client's Phone: _____

Client's Email: _____

PHOTOGRAPHY SERVICES:

The Photographer agrees to provide the Client with photography services. The client has chosen the _____ package for a _____ (type) session, the details of which are outlined on the investments page of www.kayleemariephotography.com. Photographer agrees to provide no fewer than _____ photos for Client (according to their chosen photo package) to view after the shoot, and is not required to provide more than this number of images. This package includes _____ hours of shooting and the photographer is not required to provide more than this number of images. Photographer will perform basic post-processing or digital image editing services on these photos where artistically necessary. Photographer will deliver proofs of photos to Client no more than thirty days (30 days) after the date of the shoot. Client understands and agrees that proofs are the exclusive property of Photographer and Client has no right to these photos except for a license to review them, but not store the proofs. All photos delivered to Client are licensed for Client's *personal* use only.

DATE, TIME & LOCATION:

The Parties agree that the _____ (package) _____
(type) photography session will take place on ___/___/___ at _____ (time)
at _____ (location).

Additional locations (if applicable): _____

SESSION PURCHASE(S):

Package name: _____ Price: \$ _____

Package Details: _____

A La Carte Item: _____ Price: \$ _____

A La Carte Item: _____ Price: \$ _____

A La Carte Item: _____ Price: \$ _____

A La Carte Item: _____ Price: \$ _____

TOTAL: \$ _____

PRICING:

The charges in this Agreement are based on the Photographer’s Standard Price List or on the amount agreed upon in the Session overview. The standard price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

PAYMENT:

The Client agrees to pay the Photographer the sum of _____ (totaled above) as compensation for the Services. Client agrees to pay the photographer a non-refundable retainer totaling either ___ \$50 (for normal sessions) or ___ 50% (weddings and events) of the total price of the photography services upon signing this contract. This initial payment reserves the photographer’s time and date. If the date and time changes, the retainer will transfer. If the client cancels outright for any reason, the retainer is lost. Photographer agrees to not advertise availability of this same time slot to any other potential clients. The balance of the payment for photography services must be paid in full no later than the day of the shoot. If Client is purchases extra digital photos or printed photo products separately after the shoot, payment for those photos is due immediately, before delivery of photos to client. Payments can be made via cash, Zelle, Venmo or PayPal.

EXCLUSIVE PHOTOGRAPHER:

Client agrees and understands that no other party other than Photographer may take pictures of any poses, lighting situations, or setups made by the photographer. This slows down the photographer's work and violates the photographer's right to take pictures of the event. Client agrees to take responsibility for insisting that no person(s) get in the way of the Photographer or take pictures in these situations.

MODEL RELEASE:

The Client grants the Photographer the irrevocable and unrestricted right to use and publish images from the photography session for advertising, portfolio, and any other lawful purposes. The client hereby irrevocably authorizes Kaylee Coppola of Kaylee Marie Photography to use photographs of the client and/or their property and authorize her and her assignees, licensees, legal representatives and transferees to use and publish (with or without client's name, company name, or with a fictitious name) photographs, pictures, portraits or images herein described in any and all forms and media and in all manners including composite images or distorted representations, and the purposes of publicity, illustration, commercial art, advertising, publishing (including publishing in electronic form on CDs or internet websites), for any product or services, or other lawful uses as may be determined by the photographer or studio name here. Client further waives any and all rights to review or approve any uses of the images, any written copy or finished product.

COPYRIGHT AND USAGE:

The Photographer retains all copyrights to the images created during the photography session. The Client is granted a non-exclusive license to use the images for personal use only. The Client is obtaining prints for *personal* use only, and shall not sell said prints. If Client is obtaining a print for newspaper announcement of the wedding, editorial use or website, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall run a credit for the Photographer adjacent to the photograph. The client must also give credit to the photographer or her company's name when posting to social media. The Client agrees not to sell, publish, or distribute the images for commercial purposes without the Photographer's written consent.

CANCELLATION POLICY:

In the event of cancellation by the Client, the Client shall provide notice to the Photographer no less than 14 days prior to the scheduled session date. If cancellation occurs within 14 days of the session date, the Client shall forfeit the retainer.

CLIENT COOPERATION:

The Client agrees to cooperate with the Photographer and follow any instructions provided during the session to ensure the best possible outcome.

INDEMNIFICATION & FORCE MAJEURE:

- Photographer and Client agree that Photographer is under no obligation to capture any specific moment or pose or person(s) during the shoot.
- If Photographer is unable to perform the services in this contract due to any cause outside its control, client agrees to indemnify photographer for any loss damage or liability; however, Photographer will return in full all payments made by Client to Photographer in relation to this shoot.
- Client agrees to indemnify and hold harmless Photographer for any liability, damage, or loss related to technological failure, including data loss.
- Client understands and agrees that Photographer is not required to maintain copies of the photos from this shoot 60 (sixty) days after the photos have been delivered to Client.
- Client agrees to hold Photographer harmless for any personal injury which may occur as the Client poses or works with Photographer.
- Photographer will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of Client.
- Neither party shall be liable for any failure or delay in performance under this Agreement if such failure or delay is caused by circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, or natural disasters.

GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of Texas, USA.

ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Photographer's Signature

Client's Signature

Photographer's Name

Client's Name