

Client's Name: \_\_\_\_\_

Photography Session Type: \_\_\_\_\_

Session Date (If Known): \_\_\_\_\_

Photographer's Fee: \_\_\_\_\_

Client's Phone Number: \_\_\_\_\_

1. **DEPOSITS AND PAYMENTS:** Photo sessions are NOT scheduled until the required deposit (or in-full payment in the case of Mini Sessions), is made to Gina Marie Photography, LLC (the Photographer). The deposit (half of the total charge for the services) is non-refundable. Balances are to be paid in-full for travel and event photo sessions at least 3 days before the originally scheduled date of the photo session. All other sessions require the balance to be paid NO LATER THAN the originally scheduled photo session date. **No reschedules will be made apart from balances being paid by the originally scheduled photo session date.** In no case will photos be delivered before full payment has cleared. **Checks are NOT accepted forms of payment.** All Gift Certificate purchases are final and no refunds will be issued. Please note: All sessions are subject to being rescheduled due to poor weather conditions and compliance with our Wellness/Newborn Safety Policy. Rescheduling will happen as early as our mutual schedules will allow, but a timeline is not guaranteed. A backup indoor rain plan for the same date is recommended for any outdoor photo session that needs to happen by a certain date/time. Mini Sessions are available only in specifically designated places. Deposits (required for booking) are non-refundable but may be applied to any session type booked with us **for a date within one year of payment.** Weekend reschedule dates cannot be guaranteed within a certain timeframe.

2. **DIGITAL FILES:** High resolution digital negatives (.JPEG) will be electronically delivered to the Client within one week of the completion of editing. Client must secure their photographs in a manner that they are comfortable with, such as saving them on a USB drive or their own computers. **NOTE: Photographer is not required to store photos beyond one (1) week of delivery of digital files.** Photographer is not liable for destruction or deletion of photographs that the Photographer is storing. Photographer will only store the fully edited JPEG files from your photo session. Larger file request (i.e. TIFF files), must be requested via email in advance of the photo session and an additional fee **paid** for this service. Quantity of images in Client gallery is **strictly cooperation-based** (i.e. session beginning when scheduled, posing cooperation of all involved, etc.).

3. **QUALITY:** The Client shall assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed, making sure children are where they need to be in order to be photographed, taking time to pose for photographs at the Photographer's direction; providing a person to guide the Photographer to desired persons and/or scenes, etc. (if needed at an event photography photo session). The Photographer shall not be responsible for photographs not taken as a result of the Client's failure to provide this reasonable assistance and cooperation as needed, including but not limited to locations where the photo sessions will take place due to scheduling and availability.

4. **COPYRIGHT:** The Photographer retains copyright of all photographs, and hereby grants the Client unlimited but non-exclusive private use rights to use or reproduce the photographs for which the Client pays. **The Client may not grant photo rights or access to other persons or businesses without express written permission from the Photographer including tagging other business for features Instagram without credit being given to The Photographer as well.** Commercial use of Gina Marie Photography, LLC images is strictly at the Photographer's discretion. Commercial usage rights of Gina Marie Photography, LLC images by the Client is a separate service available for purchase. Any commercial or advertisement use of Gina Marie Photography photos MUST include the Photographer's credit as specified by the Photographer. **If the Client wishes to reserve the right to NOT have any photos with their faces made viewable on any of Gina Marie Photography's multimedia formats, including blog features of Gina Marie Photography's work, etc., this restriction can be purchased for \$150 in addition to the price of the photo session.** The Client must email this request to the Photographer before the time of the photo session.

5. **LIABILITY:** The Client, by signature of this document, releases the Photographer(s) from all responsibility for accident, injury, death, or illness to any photography subjects presented or persons in attendance and also releases the Photographer(s) from all responsibility for reimbursement for any images destroyed due to destruction of equipment, natural disasters, vandalism, or phenomenon before or after delivery of said images to the Client and agrees that the Client has the right to sign for all parties to be included in the photo session, per the Client, thus agreeing to these terms. Any damage to the Photographers equipment or property by Client or persons involved by client will be billed to the Client and full payment made before images are delivered. **Close attention will be given to all children in the studio and/or on location setting by Client to ensure their safety and protection of Photographers equipment and possessions.**

6. **REFUNDS:** The Photographer offers photo session packages at a discounted rate. If a weekend photo session or on-location photo session is desired, the Client acknowledges that scheduling up to two months in advance is necessary, should the Photographer be in the business of providing weekend dates for photo sessions. If the Client is inflexible to be available on an available Monday- Friday date, the Photographer may offer an extension of a prepaid photography package by offering an outdoor portrait photo session at a mutually available time for both the Client and Photographer at a location of the Photographer's choice to replace the session that was not planned for with advanced scheduling. **Installment payments must be PAID IN FULL no later than the original date on the invoice sent by the Photographer.** If payment is not received by the last day of the expiration month, the Client acknowledges that they forfeit any remaining sessions and agrees that the package is complete and fulfilled. **IN NO CASE** will refunds for unused sessions be offered after 3 sessions have been completed. If the Photographer(s) goes out of business or is/are unable to fulfill responsibilities for photo sessions remaining, neither on-location nor at an indoor location designated by the Photographer, the current full-price sum total of the sessions completed will be deducted from the paid-in-full package price paid by the Client **and the difference refunded** to the Client **at a schedule set by the Photographer.** Any refunding outside of the situations listed above will be at the full discretion of the Photographer. Baby's First Year and Milestones Packages are valid until the baby that it was purchased to document turns one year old and will expire the last day of that child's first birthday month.

7. **WELLNESS:** Our infant safety policy is such that **any contagious illness of any member of the household or any member of the photo session** (including the Photographer) within 10 days of the scheduled photo session is cause for a required reschedule. **All parties must be symptom free for the 10 days preceding** the photo session or a rescheduling is required for the photo session. **All sessions will be immediately stopped as soon as symptoms are evident, even if discovered at the time of service. By signing, you agree to these terms for all parties you involve in the photo session and will reschedule promptly if such illnesses are present. You certify that you, your household, and all parties you are including in your photo session, have had NO known exposure to COVID-19 or are at a MINIMUM of 60 days symptom free from ANY known or suspected COVID-19 diagnosis OR exposure. You also agree to inform the Photographer of any COVID-19 diagnosis you or anyone in photo session attendance may receive within the 20 days after the photo session date. You also agree to maintain a safe social distance of at least 6 feet and to ensure all children in your party are also kept a minimum of 6 feet from the Photographer at all times.** By signing this document, the Client agrees to pay a required \$50 reschedule fee if a session is rescheduled/cancelled within 3 hours of the photo session time (to be paid before a new date of service will be scheduled).

**Applicable Law** This contract shall be governed by the laws of the State of the location of the photo session(s) any applicable Federal law. By signing, you agree to all of the above terms for yourself and all parties you involve in the photo session and that you have the right and permission to sign for them as representative of the Client.

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photographer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_