# SESSION AGREEMENT

## SESSION DATE & TIME:



LOCATION:

3385 Airways Blvd Suite 225, Memphis, TN, 38116

CLIENT:

## THE BUSINESS NAME

<u>The Business Name</u> (Client) agrees to enter into the following agreement with <u>JessPerfect & Co.</u> (Photographer) for custom photography services.

## 1. DEPOSIT & PAYMENT

The total cost of the custom photography session shall be \_\_\_\_\_USD. The client agrees to pay photographer a deposit of \$30.00 before the date of the session, stated above. The deposit is a non-refundable fee. This deposit covers the time and talent of the Photographer, basic retouching and creative editing of images, as determined by the photographer, and a gallery of unedited images which will be provided online in a digital format. Before the final gallery of images is sent to the client, the client shall pay an additional \$\_\_\_\_\_ which is the final payment that will be due. Final image proofs will not be processed until payment in full is received.

# 2. TRAVEL & LOCATION COSTS

If there are any costs or fees associated with the location the client has chosen for their session, the client will be responsible for those fees. The photographer will not guarantee or arrange payment on any location. Session fee covers travel within the greater Memphis, TN area. Any location outside of these limits will be subject to an additional charge of <u>\$2</u> per mile as a part of the agreement. These additional fees will be added to the cost as described on above.

## 3. RESCHEDULING

If an illness or situation prevents a photo session from taking place, the client may reschedule their session at least 3-7 days prior to their shoot without penalty. Should the client fail to give a 3-7-day notice or wishes to cancel the photography session, the Deposit stated in section 1 shall be retained by the Photographer. The Photographer reserves the right to reschedule due to illness, weather, equipment malfunction or other circumstances beyond their control.

### 4. RE-SHOOTS

Re-shoots are determined at the discretion of the photographer. Re-shoots will not be given for poor choices of clothing, make-up, hair or weather-related issues or by not following the recommendations of the photographer. No compensations can be made for any issues out of the photographer's control.

## 5. PROOFS

Proofing of client's images will be available for online viewing within 2-3 business days after the session date. The client will be shown all of the final best photographs from the session in digital format only. From those proofs, the client may choose up to the specific number of photos based off the package you chose. The photographer will then photo edit and finish for high-resolution printing. This may take up to 7-14 business days, not including holidays or weekends.

#### 6. ARCHIVES

All images will be available for ordering for 3 (three) months following the first client viewing date. After 3 (three) months, all images will be purged from photographer's hard drive, except as needed for promotional purposes, to be determined by photographer at photographer's sole discretion. Photographer is not responsible for loss or damage to the digital files due to circumstances beyond photographer's control. The client will be given a back-up copy of all digital photographs that they will be solely responsible for. It is recommended that the client store their copies in multiple computers, as well as in Drop Box or other cloud storage services.

#### 7. LIABILITY

Photographer is not responsible for any injuries inflicted upon any participating parties. Client will be responsible for themselves and their children and releases the photographer from any claims against their person or their business.

## 8. COPYRIGHTS & OWNERSHIP

The photographer retains all copyrights to all images created during client's session. The photographer retains the right to post any of the client's work at the photographer's discretion. A print release may be purchased with digital files to print portraits for personal use up to designated size listed on print release. It is illegal to copy, scan, download, print, share or alter any image created by the Photographer with their prior written consent.

Client's Name: Client's Signature:

Date:

Photographer's Name: Photographer's Signature:

Date: