



Where Every Click Captures a Lifetime of Memories

## **LucyB Photography service contract**

It is understood that the Photography by **LucyB Photography** is the exclusive, and the official photographer retained to perform photographic services requested on this contract.

**NOTICE OF COPYRIGHT:** It is ILLEGAL to copy or reproduce these photographs without Photographer's permission, and violators of Law will be subject to its civil and criminal penalties.

Photographer retains copyright to the photographs. Printing and/or distribution rights granted as noted below.

All retainers and payments are non-refundable.

This Contract incorporates the entire understanding of the parties. Modification to this Contract must be in writing and signed by both parties.

### **FOR ALL SESSIONS**

Photographers understand weather, illness, or other reasons may cause clients to reschedule a session. Clients will not be charged a penalty rescheduling a session provided at least a 24 hours' notice is given.

Clients may reschedule the session, at the convenience of the Photographer, without being charged a fee. No show or rescheduling within 24 hours will not incur a fee but will have to pay for their next booking, at the discretion of the Photographer.

The Photographers will make every effort to spend the necessary time, including on multiple days, at the convenience of the Photographer.

Client shall assist and cooperate with any photographer in obtaining desired photographs. The photographer shall not be responsible for photographs not taken as a result of Client's failure to provide reasonable assistance or cooperation.

Clients will be respectful to Photographer and all parties being photographed. Photographers have the right to end the session, without refund, if there is lack of cooperation or respect.

Client will not hold Photographer or the owner of the property liable for any injury that may occur during the session.

## **TRAVEL**

Travel within the area is included in the session fee. A travel fee for sessions outside of the allotted 1 hour and 30 minute travel time may be added to the cost of the contract. Travel fees are based on mileage to and from the location and may change as necessary. All travel fees must be prepaid.

## **DIGITAL IMAGE AND PRINTS TERMS OF USE**

Completion of processing and edits of a photography session may take up to four (4) weeks for delivery.

Clients may reproduce the album or files in any way after receiving the digital file.

Clients may not edit the photographs in any way once receiving them.

Client's must not screenshot or save any images on their gallery that haven't been purchased by them. The photographer has every right to demand the removal of photographs.

Printed photograph quality will depend on where it is printed. Only prints printed through Photographer will be guaranteed to be quality checked each time. If there is an error with the printing quality, the client will be notified and be sent back for further printing.

Clients may print their images in any place you desire once receiving them.

Files used for the web or social media are able to be resized and sharpened for this state of viewing (i.e. Facebook, Flickr, Blogger).

Any files that are watermarked, should not be used. Clients should not print these files. These files should be used for the photographer's use only.

Photographs may use your said images for advertisement (social media or web use). These will be placed online unless stated by the client.

We ask that all clients credit the photography company for any social media or web post they may put up, though it is not required.

Digital gallery album will be removed from the site after thirty (30) days.

Original photographs are not included in the final display of images sent to a client, only edits.

Photographers retain the right to edit any photographs they see fit.

Clients will receive photos on digital download or DVD or USB Drive.

Clients understand that when publishing photos on websites, i.e. personal website, Facebook, etc., client will not edit the photos in any way, i.e. editing the watermark, cropping, filters, unless stated otherwise by the photographer.

Clients are responsible for making a backup of all photos from the digital download/USB/CD/DVD. Photographers will make every attempt to keep archival copies of photos but does not guarantee that they will be retained indefinitely. Backup copies are for client use only and may not be distributed to others.

In any instances of failed copies after the client has received their digital copies, they can not guarantee another copy of their images.

## **PAYMENT**

No part of any order will be delivered until the balance is paid in full. Prints will not be ordered until payment is made.

The charges in this Contract are based on Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time the order is placed.

The photographer has a right to cancel any orders or refuse orders from a client if they do not pay their intended total amount.

## **RELEASE AND WAIVER OF LIABILITY**

I, HAVING AGREED TO ACT AS A MODEL, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude my participation in this activity or event. I acknowledge that this Accident Waiver and Release of

Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- a. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the ordinary negligence of the provider or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Lucy Bendelow and/or their employees, trainees, work experience, students, volunteers, representatives, insurance carrier, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;
- b. I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in the above paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of such entities or persons or otherwise.
- c. I acknowledge that Photography by Lucy B Photographer and their owners, employees, trainees, work experience, students, volunteers, representatives, insurance carrier, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of LucyB Photography.
- d. I acknowledge that this activity or event may involve physical activity, and may carry with it the potential for death, serious injury, and property loss. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.
- e. I understand that at this event or related activities, I may be photographed.

- f. I acknowledge that flash photography or strobe lights may be used during this event or activity.
- g. I agree to allow my photo, video, or film likeness to be used for legitimate purposes by the event holders, producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
- h. I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

**PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years old):**

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

**INFORMATION ABOUT YOUR PHOTOGRAPHY SESSION**

We thank you for selecting us as your photographers for this special occasion. We have a few recommendations that will help ensure you get the most out of your session.

**Please show up promptly at the designated time.** Many times, sessions may be scheduled after yours. Arriving late may cut into the time devoted to your session. For most sessions, it is best to arrive 10 minutes early.

**Please leave your cameras and cell phones in your bag.** Your session will go much easier without the distraction of other cameras or the need to answer a phone call unless important. We reserve the right to ask you to put away cameras and cell phones.

**For all sessions (but especially for children and infants), cameras, cell phones and other people are distractions, which may affect the attention of those being photographed.** If the photographer requests for these things to be removed from the photoshoot for the meantime, please respect that request.

**If you feel we did a great job photographing you and your family, please recommend us and let your friends and family know.** As a small business this gives us loads of help recommending us to friends and family. This helps us grow to be ever better and bigger for others.

*Where every click captures a lifetime of memories*  
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