

Conklin Photography

4324 Rushford Drive

Hamburg, NY 14075

www.daroldconklin.com

Photography Agreement

As of _____, 2018 _____, hereafter referred to as "Client," enters into the following agreement with Conklin Photography, hereafter referred to as "Photographer." This contract constitutes the entire agreement between both parties and will apply to all future transactions.

A. Session Fee

Client agrees to pay photographer a session fee of \$200 before the session starts. This is a non-refundable fee. This fee covers the time and talent of photographer, basic retouching and creative editing of images, as determined by the photographer, and a gallery of images.

B. Location Costs & Fees

If there are any costs/fees associated with the location the client has chosen for their session, you, the client, will be responsible for those fees. The photographer will not guarantee or arrange payment on any location. Session fee covers travel within 30 minutes of the Buffalo NY area. Any location outside of these limits will be subject to an additional charge of \$.52/mile as part of the agreement.

C. Rescheduling

If an illness or situation prevents a photo session from taking place, client may reschedule their session at least 24 hours prior to their shoot without penalty. Should client fail to give 24 hours notice, or decide to completely cancel the shoot, the session fee is still required. Photographer reserves the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control.

D. 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.

E. Proofs

Proofing of client's images will be available for viewing within 2-3 days of session date in a password-protected web-gallery.

F. Ordering

Due to the custom nature of each session, all sales are final. Client must be absolutely sure of their purchase prior to the end of your ordering session, as print orders are placed to our professional lab within one to two (1-2) business day(s) of your session.

_____ Initials

G. Archive

All images will be available for ordering for two (2) months following client viewing date. After two (2) months, all images will be purged from photographer's website, 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.

H. Payment

All payments are due in full unless payment arrangements have been made. Orders will not be processed until payment in full is received.

I. Damage

Photographer is not responsible for the damage of portraits after delivery to client, including damage caused during transit by US mail. Client assumes all responsibility for the safety of all portraits upon receipt.

J. Model Release

Photographer kindly asks that all clients sign the model release so that photographer may display the images from their session on photographer's website, www.daroldconklin.com, company Facebook page, and for using for marketing/promotional/advertising purposes.

K. Liability

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

L. Copyright & Penalty

Conklin Photography retains all copyrights to all images created during client's session. It is illegal to copy, scan, download, print, share, or alter any image created by Conklin Photography during client's photo session.

Client's Name (Print): _____

Clients Signature: _____ Date: _____

Photographer Signature: _____ Date: _____
(Conklin Photography)

Model Release

By signing this release I hereby give the photographer my permission to license the content and to use the content in any media for any purpose (except defamatory) which may include, among others, advertising, promotions, marketing and packaging for any product or service. I agree that the content may be cropped, altered, or modified.

It is agreed that my personal information will not be made publicly available but may only be used directly in relation to the content where necessary. I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this release.

Definitions: "Content" means all photographs, film, or other recording, still or moving taken of me as part of this shoot.

"Media" means all media including digital, electronic, print, television, or film, now or to be invented.

"Model" means me and includes my appearance, likeness, and voice.

"Parent" means the parent and/or guardian of the Model. Parent and Model are referred together as "I" or "Me" in this release.

"Photographer" means the signed photographer who was performing this shoot.

"Shoot" means the photographic, film, or recording session described in this form.

Photographer Information

Name(Print) _____

Signature _____

Date Signed _____

Shoot Date _____

Model Information

Name (Print) _____

Date of Birth _____

Model or Parent/Guardian Information

Street Address _____

City, State, Zip _____

Phone _____

Email _____

Signature _____

Date Signed _____