



PORTRAIT SESSION AGREEMENT

Client's Name: _____

hereinafter referred to as the "Client"

Client's Email Address: _____

Client Phone Number: _____

Desired session date: _____

Please also consider including an alternate date, in the event that we would need to reschedule

Type of session: _____

ex.: engagement, maternity, first birthday, headshots, etc.

Who will be participating in your session? _____

Please share any ideas (props, themes, activities) that you would like incorporated in your session:

Please note that these shots cannot be guaranteed but every effort will be made to meet your requests.

Preferred location or setting: _____

TERMS AND CONDITIONS

COPYRIGHT: All images are copyrighted to and remain the property of Christy Clementi and shall not be used by the Client(s) in any capacity outside of those exclusively outlined in this agreement without prior written permission from Christy Clementi (hereinafter referred to as the "Photographer").

LICENSE: Client(s) shall be granted a usage license for personal, non-commercial reproduction of final versions of images, in accordance with all terms of this Agreement, and shall not sell, license, sublicense, or authorize to be sold in any way or for any purpose images produced under this Agreement. Making prints, albums, sharing online, etc. shall be permitted. Images from the session that are distributed via the Internet by the Client(s) shall bear proper photo credit that includes a link or tag to the Photographer's personal page(s) AND/OR Photographer's website, www.christyclementi.com. **CLIENTS ARE FORBIDDEN FROM EDITING, ALTERING, OR CHANGING THE FINAL IMAGES IN ANY WAY. INCLUDING, BUT NOT LIMITED TO, USING THIRD PARTY APPS (INSTAGRAM, VSCO, SNAPSEED, ETC.), APPLYING FILTERS (INSTAGRAM, PHOTOSHOP, ETC), CROPPING, ADJUSTING COLORS, AND/OR MODIFYING THE APPEARANCE OF THE PHOTOS OR MODELS IN ANY WAY.** Hours of careful attention to detail is spent on editing your images to ensure a look that is up to the standard of Christy Clementi's photography to ensure a cohesive, professional look and the modification of images is strictly prohibited under this usage

license. The Client agrees that they have hired the Photographer with the knowledge of their photography style, skill, post-processing techniques, and any and all other qualities of the Photographer's work. The Photographer is not liable for any discrepancy in what they deem to be acceptable, quality work and the Client's satisfaction of the final images. The Photographer is not obligated in any way to release or make available to the Client any images that were shot but that are not included in the final gallery.

MODEL RELEASE: I/We hereby authorize Christy Clementi to use photographs of the individual(s) named above and the individuals included in our session, including minors, and authorize Christy Clementi to use and publish (with or without my/our name(s)) photographs, portraits, pictures, or images from my/our portrait session, in any and all forms and media and in all manners including composite images or distorted representations, and for the purposes of publicity, illustration, commercial art, advertising, publishing (including via electronic form on CD, DVD, or internet websites), for any product or services, or other lawful uses as may be determined by Christy Clementi. I/We further waive any and all rights to review or approve any uses of the images, any written copy, or finished product. I/We have read and understood the terms of this agreement and model release. I waive any right to review or approve the Photographs, the use of the Photographs, or the matter that may be used in conjunction with the Photographs now and in the future, regardless of whether that use or matter is known to me. I waive any right to royalties or other compensation arising from or related to the use of the Photographs. I release, discharge, and agree to hold harmless Photographer and Photographer's heirs, legal representatives, and assigns from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking, processing, or publication of the Photographs. This release shall be binding upon me and my heirs, legal representatives, and assigns.

Name of Client: _____

Signature: _____ Date: _____

Name of Client: _____

Signature: _____ Date: _____

Signature of Photographer: _____ Date: _____

COMPENSATION: The Client agrees to pay the Photographer a sum of \$250.00 in exchange for the portrait session. A 50% retainer (\$125.00) is due upon the completion of this agreement and must be returned with this agreement within 10 days of the desired session date in order to guarantee the booking. **The Photographer is not obligated to hold any date or time for a session without receiving both the completed agreement and retainer.** The retainer is nonrefundable and may only be applied to a rescheduled session at the discretion of the Photographer. The total session fee includes up to two hours of shooting time (inclusive of wardrobe changes and location changes), a professionally-edited online

gallery of the Client's images, and a \$25.00 print credit to be used when placing a minimum print order of \$50.00 directly through the Photographer's website.

The remaining balance of the session fee is due no later than 7 days after the session. The Photographer reserves the right to withhold the release of all images until this payment is received. All fees, orders, and items are subject to Pennsylvania State Sales Tax.

CANCELLATIONS: You must notify the Photographer at least 48 hours before your session if you need to reschedule. Special accommodations and exceptions will be made within this timeframe at the Photographer's discretion. If the weather is not agreeable on the day of a planned outdoor session, the Photographer will contact you to reschedule to another date at her discretion.

PUNCTUALITY: All bookings begin at the confirmed start time, regardless of if the Client is present or not. The Photographer is not liable for any tardiness on behalf of the Client nor is the Photographer obligated to extend a session by any amount of time due to the Client being late. It is the Client's responsibility to make the Photographer aware of any circumstances, such as traffic or severe weather, which would result in not being able to arrive by the scheduled start time. The Photographer reserves the right to reschedule the session in the event that the Client is more than 30 minutes late. It is highly recommended that you plan to arrive at least 10 minutes early at your chosen location.

GALLERY PASSWORD: By default, galleries are not password protected. If you choose to have a password put on your gallery, only individuals with the password will be allowed to view the photos. A separate download PIN will be required to download any images. Both the password (if requested) and download PIN will be provided to you upon the delivery of your image gallery.

Would you like the online gallery of your final images to be password protected? YES NO

I understand and agree to the terms outlined above in entirety by Christy Clementi:

Signature

Print Name

Date

Signature

Print Name

Date

Signature of Photographer

Date