



CLIENT FULL NAME: _____

SESSION DATE: _____

SESSION LOCATION: _____

PACKAGE PRICE: _____

This agreement is made between the Client, whose name and contact information are listed above, and **RProPhoto**. Coverage is scheduled for _____. All photographs will be shot in digital format. Digital photos will be made available on a private online gallery available for download and printing rights will be granted. Photos will be delivered as high-resolution JPEG files in an online gallery. The online gallery will be ready within _____.

Fees: The fee for coverage for _____ is \$ _____ (in addition to \$ _____). This includes an online gallery, digital processing of the camera RAW files and all density and color corrected high-resolution images in JPEG format, and printing rights. This contract grants pricing right to client **CLARIFY PRINTING RIGHT POLICIES IF INCLUDED**. Additional hours of photography are available for _____, which is due to the lead photographer prior to the end of the session by either personal check venmo, or cash.

1. Retainer and payment. Upon payment, **RProPhoto** will reserve the time and date agreed upon by both parties exclusively for you. The Client shall make a non-refundable retainer of **25% of the total price agreed** upon booking to the Photographer to perform the services specified herein. The full amount of _____ + any agreed upon additional travel fees _____ must be paid before the shoot begins, preferably **24 hours** before the shoot, but payment will be accepted the day of the shoot before the session begins. No services

will be made until full payment is made. No photos shall be released until full payment is made. Please make check payable to **Racheal Provencher**.

2. Cancellation. If client requests to amend or cancel this agreement, you must notify **RProPhoto** no less than 48 hours before your scheduled date and time. The retainer shall be applied to a mutually agreed upon reschedule date with an applied **\$50 rescheduling fee**. If Client cancels this agreement at least **48 hours** prior to the date of the event, all payments made to **RProPhoto** shall be forfeited. Client understands and agrees that **RProPhoto** will not book other sessions during this time. In the event that Client cancels the session or fails to attend the Session Date for any reason, Photographer shall suffer losses that are difficult to ascertain. Retainer will NOT be refunded due to client's error.

3. Rescheduling/Late Arrivals. In the event that the Client requests to reschedule their session, the retainer shall be applied to a rescheduled session if notice is given at least **48 Hours** prior to scheduled event. A **\$50** rescheduling fee will apply. Reschedule must be within same calendar year **2018**. Any Client that is late arriving to the session will have the amount of time allotted for session.

4. Artistic Rights. The photographer retains the right of discretion in selecting the photographic materials released to the client.

5. Photographic Materials. All photographic materials, including but not limited to negatives, transparencies, proofs and previews, shall be the exclusive property of the Photographer. The Photographer shall make a gallery available through an online gallery website. These photos shall be available to the Client with _____ of the session. When the online gallery is delivered, it shall remain open for **6 Months** from delivery date. Request for additional photographs or changes to images shall be made within **30 days** following delivery of the online gallery. If the Client requests to extend the time or reopen the gallery a **\$75 gallery reopening fee** shall apply. Be advised that RAW files may be destroyed at any time after the online gallery has closed. NO RAW IMAGES WILL BE GIVEN TO THE CLIENT, NO EXCEPTIONS.

6. Copyright and Reproductions. The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions for, including but not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display within or on the Photographer's website and/or studio. If the Photographer desires to make other uses, the photographer shall not do

so without first obtaining the written permission of the Client. It is understood that any duplication or alteration of original images is strictly prohibited {Copyright Law Title 17, Appendix V. Additional Provisions of the Digital Millennium Copyright Act 2005, Section 102} without the written permission of the Photographer.

7. Client's Usage. The Client shall only use the prints, including digital files, in accordance with the permissions within this agreement. The Client's prints are for personal use only and shall not be submitted to contests, reproduced for commercial use or authorize any reproductions by parties other than the photographer. No client is permitted to using their images to profit on. No prints may be produced and then sold for profit unless further consent and agreement is made between **RProPhoto** and the client. The Client must act in accordance with this release.

8. Social Media. The Client may share blog post links, Instagram posts, and Facebook albums through use of the share functions and dissemination of direct links, or in any other fashion the photographer provides. Client shall not copy, screenshot, or capture the photographs in any other fashion (ex. Saving or screenshotting on Facebook/Instagram). Client must credit/tag **RProPhoto** in any posts or shares of their own.

9. Capturing Desired Photographs. The Client(s) will be responsible for designating an Event Guide, if desired. The role of the Event Guide is to identify people/objects of whom/which specific photographs are desired, as well as to make certain that these subjects are available when needed. It is recommended that the client(s) develop a list of desired poses, locations and subjects (family and friends; items; etc.) and share this with the photographer 2 weeks before the session if desired. The Photographer will NOT be held accountable for not capturing desired photographs if there is no one to assist in identifying or gathering people/items/locations for the photograph(s). The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. **RProPhoto** is not responsible for key individuals' failure to be present or to cooperate during photography session, neither for missed images due to details not revealed to **RProPhoto**.

10. Sole Photography. It is understood that **RProPhoto** will act as the sole and exclusive photographer. **RProPhoto** reserves the right to bring one assistant at their discretion.

11. Failure to Perform. If the Photographer is unable to perform this agreement due to illness, emergency, fire casualty, strike, unsafe environment, threat, act of God or causes beyond the control of the Photographer, the Photographer will not be held liable for missing scheduled session coverage. Photographer will arrive to the session at the best of their abilities. If coverage and photographic services cannot be fulfilled by **Racheal Provencher** or a replacement chosen at the discretion of the Photographer, Photographer shall return the retainer to the client and shall have no further liability. Further, if the Photographer is unable to deliver photographic materials due to technological malfunctions, including but not limited to camera and processing, or otherwise lost or damaged without fault of the Photographer, liability shall be limited. The limit of liability shall not exceed the contract price stated herein. **RProPhoto** will not be held responsible for any ruined photographs due to any cause in or outside **RProPhoto**'s control.

12. Substitute Photographer. The Photographer reserves the right to substitute with another photographer in the case of failure to perform as stated above. The substitute photographer is chosen at the discretion of the Photographer and does not constitute a breach of this agreement. The Photographer warrants the substitute photographer to be of comparable quality and professionalism.

13. Photographer's Standard Price List. The charges in this agreement are based on the 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 when the order is placed.

14. Limitation of Complaint. Client will have thirty days after gallery delivery to make **RProPhoto** aware of any issue, discrepancy, technical problem or any other complaint regarding photos, their quality and contents, or anything relating to session coverage. After this 30-day term has expired, **RProPhoto** will no longer be liable to client for any corrections, damages, refunds, re-edits or re-shoots. Re-edits after this term may be made if deemed appropriate by **RProPhoto**, but the hourly fee of **\$20** for retouching will be billed with a minimum of one hour required.

15. Indemnification. The photographer shall be held harmless for any and all injury to client during the course of the photography session and the immediately surrounding events.

16. Miscellany. This agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.

To confirm your booking and acknowledge acceptance of this contract, please sign, date, and return with the retainer to **RProPhoto**. It is recommended you print a copy for your records.

RProPhoto

Racheal Provencher

128 Brooksvillage Rd. Templeton Ma 01468

racheal.provencher@gmail.com

CLIENT SIGNATURE: _____

Parent/ Guardian signature if client is under 18: _____

ENTER YOUR BUSINESS NAME HERE: **RProPhoto**