



PHOTOGRAPHY CONTRACT

PART 1: Contractual Agreement & Terms

Photographer Agreement

By signing this agreement, you have hired **Holly & Ivy Photography (“HIP”)** as the photographer to perform photographic services at your session or event.

Session Fees

You agree to pay **50% of the session fee** to HIP at the time of this agreement to act as a **non-refundable** retainer to secure the appointment date and time. For this you get my time and talent as a photographer. Also included in the fee are post production costs, editing and images. I ask you to trust me as an artist to select and edit the very best for you. The remaining 50% of the session fee is due the day of the session.

Portrait Session Information

Your portrait session fee includes photography of up to 5 individuals (adults and children). You may include others for an additional fee of \$25 per person.

Digital Images Only

Your session *only includes digital images*. Physical prints are available at an additional price. These digital images can be downloaded within 2-4 weeks of your session. I am unable to deliver RAW, unedited files to you, as there is the possibility that they can be edited in a way that does not reflect well on or correctly portray my business or editing style.

Copyright and Licensing Notice

You will be receiving digital files from your photography session with HIP. These images are owned by HIP and you are being granted permission by HIP to use these images for personal use only. This permission applies worldwide and in perpetuity. You agree that you may not sell any HIP images for commercial purposes, or enter any HIP images into competition without the express written permission of HIP. HIP retains the copyright to all images, per USC Title 17 (US Copyright Law).

Editing Notice

Unlike stock photography, which sometimes may be edited, you may not change or alter images provided by HIP, whether provided by purchase or pro bono. You may not composite, use borders, change the color, add text, use filters, or otherwise alter any image created by HIP in any way. If any

images need to be additionally altered, please contact HIP for assistance in this. This applies to "sneak peek" images, images posted to an online gallery, blog, images with watermarks, Facebook or print images.

Not for Commercial Use

Your license does not include use that results in financial gain, including but not limited to, advertising, stock photography, print sale profits or resale of any kind. A separate commercial release may be purchased if you're planning to use your images for any reason other than personal.

Location and Travel Fees

HIP will select a permit-free location best suited to the type of session you are requesting; you may suggest a location, but the decision will be up to HIP, based on your needs and the photographer's requirements. Any additional permit fees associated with a location you select are your responsibility. The session fee covers travel within 15 miles of the photographer's home in Vernon Hills, IL or South Elgin, IL. Any locations outside these limits are subject to a \$25 fee, up to 30 miles from either location.

Liability

HIP is not responsible for any unintentional injuries inflicted upon any participating parties, including, but not limited to, bug bites, poison ivy, tick bites, injuries from falling, etc. You are responsible for your children and yourself, and release HIP from any claims against Lauren Larson or Holly & Ivy Photography.

Rescheduling of Session

Illnesses and emergencies sometimes happen. If one does, please give HIP 24 hours' notice before your session and it will be rescheduled. One reschedule is permitted; if additional reschedules are requested, a \$50 fee will be assessed. If, in the opinion of the photographer, illness, inclement weather or other adverse conditions prevent the session meeting the artistic standards of HIP, the photographer may elect to use an alternate location or to reschedule the session.

Cancellation Policy

Session retainers are non-refundable. If you need to cancel your session with HIP, you may do so without monetary penalty to you if you cancel your session at least 4 days before your scheduled session date. If you cancel your session in 3 days or less, you will be charged to pay **50% of the remaining session fee that is due.**

Re-shoots and Refunds

Re-shoots of your session are determined at the discretion of the photographer. Re-shoots and refunds are not given for poor choices of clothing, make-up, hair, unhappy children or adults, or weather related issues. The session fee is not refundable once images have been released to you.

Images and Damage

All images will be kept by HIP for 6 months. After that point, images may be purged from the HIP archive, at the photographer's discretion. HIP is not responsible for loss or damage to digital files due to circumstances beyond the photographer's control. HIP is not responsible for damage of digital images after delivery to you. You assume responsibility for the safety of images.

Pixiset Regulations (or, "Getting and Selecting Your Photos")

Your images will be made available for proofing and download via the online service Pixiset

(pixiset.com). Depending on your package, your session will include x amount of images. All images taken during the session will be uploaded to Pixiset and a link to your gallery will be sent to you. Please note that the phrase “all images” only applies to the images that HIP decides are in line with their level of professional and creative standards, and does **not** include outtakes, photos with eyes closed, test shots, etc. You have 7 days to select the x amount of photos that comes with your package and save them to a “Favorites” list on Pixiset. After you have selected your “favorites”, HIP will edit your selected photos and provide you a separate link for you to download your high-quality, professionally edited, digital images. You have 7 days to download your final images. After that, your gallery may be disabled and there is a \$10 fee to reinstate your gallery.

Use of Images by Holly & Ivy Photography

You hereby grant HIP the right to use and publish images and photographs taken at your photography session to further promote the services of HIP, including portfolio, website, social media, blogs, advertisements, art showings and editorial use. HIP agrees to limit the use of these images and photographs to promotional use only. HIP may revoke this license at any time and for any reason. HIP retains all copyrights to the images and derivative works.

Print Rights

HIP retains the ownership right to any and all photos from your session. However, your session package does include rights to print the photos at any location of your choosing. It is the recommendation of HIP to print your photos using a quality, specialized, reputable print lab such as Miller’s, Mpix, or ProDPI. HIP is not responsible for poor quality printed images from locations such as Walgreens, Wal-mart, Shutterstock, and other businesses of the same category that are not professional print labs.

Social Media and Web Use

If the images taken during your session with HIP have been posted on any Web page (including social media pages), you may not download them and repost to any other page or website. This includes images posted on professional pages managed by HIP and personal pages managed by Lauren Larson. Sharing on personal social media (Facebook, Twitter, Pinterest, Instagram, personal Web pages, blogs, etc.) is encouraged, but please photo credit Holly & Ivy Photography.

Changes to this agreement may only be made with express written permission of Holly & Ivy Photography. Your handwritten or digital signature below indicates that you have read all pages of this document, understand and comprehend all content fully, and agree to its terms.

I am a legally competent adult and have the right to contract in my own name. I have read this document and fully understand its contents. This release shall be binding upon me and my heirs, legal representatives, and assigns. My signature below indicates that I am the one who will be providing compensation for the session and my signature below indicates that I accept responsibility for everything listed in this contract for myself and others in my party on my behalf.

Signature _____ Date: _____
