

Hoffi Pool
••PHOTOGRAPHY••
Client Agreement

Name _____

Address _____

Email Address _____ Phone Number _____

Location/Date/Time of Session _____

Photographer agrees to deliver digital proofs in an online gallery for preview to Client by the following date
____/____/____

TYPE OF SESSION (check one)

___ In-Home Family Session (\$225 deposit due at booking; \$200 minimum order requirement due at or before the session) 1-2 hour session; Minimum Order Requirement to be used towards products as listed on Photographer's website

___ Outing-Based Family Session (\$225 deposit due at booking; \$200 minimum order requirement due at or before the session) 1-2 hour session; Minimum Order Requirement to be used towards products as listed on Photographer's website

___ Fresh 48 Session (\$225 deposit due at booking; \$200 minimum order requirement due at or before the session) 1-2 hour session; Minimum Order Requirement to be used towards products as listed on Photographer's website

___ In-Home Newborn Session (\$225 deposit due at booking; \$200 minimum order requirement due at or before the session) 1-2 hour session; Minimum Order Requirement to be used towards products as listed on Photographer's website

___ Video Session (\$225 deposit due a time of booking; \$225 remaining balance due at or before the session) includes downloadable family film

The Client agrees that he/she is responsible for all parties involved with the agreed upon photo session. If there is an individual involved in the photo session who does not agree to the terms of this agreement the Client assumes responsibility for any liability.

AGREEMENT TERMS AND CONDITIONS

PAYMENT ARRANGEMENT: The Client will pay the Photographer the total fee specified in the invoice they receive from Photographer. The total fee will include the amount specified above, as well as mileage and/or lodging as specified below.

A deposit of \$225 for all sessions and a signed copy of this agreement are required to reserve a photography or video session date. The remaining balance of the fee is due on the day of Client's session, and is payable before shooting begins.

Orders and photographs/videos from session will not be processed until payment in full is received. If client has arranged a payment plan, order will be placed after the final payment has been received.

For photography sessions beyond 50 miles of the city limits of Stuarts Draft, VA, the Client is responsible to pay mileage for the excess amount (round-trip). Mileage is to be calculated at the current federal rate of \$0.565 per mile and will be clearly presented on Photographer's Invoice to the Client. In the event that Lodging is necessary in order to complete the agreed upon photo session, the Client agrees to pay no less than \$100.00 to the Photographer at the time of the session.

SESSION PROOFS: The Proof Photographs will be delivered to the Client via a private online gallery, usually within three weeks of the Client's session (following date listed above on contract). Client will then tell the Photographer which desired products are to be purchased, in accordance with the minimum order requirement payment delivered to Holli Pool Photography before or at time of the session. If the cost of the desired products surpasses the minimum order requirement, the Client will be responsible to pay the balance of the order before the order is processed.

CANCELLATION/POSTPONEMENT: Client understands that by entering into this agreement, the Photographer is foregoing other photographic jobs. In the event of a cancellation or postponement of the portrait session/agreement by Client, the deposits paid are non-refundable. Deposits are transferable if a date change is necessary. Forty-eight hours (48) notice of postponements or cancellations is appreciated. If it is not possible for a session to take place on a scheduled day due to weather, the Photographer and Client will reschedule on an agreed date at the earliest date possible, with no additional charge.

WEATHER: Due to the nature of outdoor natural light photography, photography/video results will vary based on time of day and weather conditions. Images taken in Client's home will also vary based on available lighting, and decor in the home. Holli Pool Photography is not responsible for the physical choices of the Client in images with things such as wardrobe, cleanliness, or hair.

COOPERATION/NO-SHOWS: The Photographer is not responsible if the Client and/or key individuals fail to appear or cooperate during portrait sessions, or for missed images due to details not revealed to Photographer. Photographer's camera is the only camera allowed at the photo session because of the distraction it causes, especially to small children, which hinders the Photographer's ability to obtain quality shots. If Client and/or key individuals fail to appear to a scheduled portrait session, the deposit is non-refundable. The session can be rescheduled at the original portrait session fee, including an additional 25% deposit.

DIGITAL NEGATIVES/PRINTS/COPYRIGHT: As stated on Holli Pool Photography's website, no digital images are available for purchase without the purchase of a printed item, such as a book/album or box of prints. The Client is responsible for choosing the images that will be printed, but Holli Pool Photography will select final image placement in books/albums.

Holli Pool Photography owns the copyright to all of the edited images/video clips received from the session. In exchange for services provided, the Photographer retains the exclusive right to copy, edit and distribute any/all images created under this agreement, to the general public, for any reason, including but not limited to: advertising, marketing, sales, print competitions, educational seminars, and monetary gain. The mediums for display could include newspapers, magazines, books, television, and the internet, but are not limited to only those mediums. The Photographer retains these rights even if image files are purchased by the Client. The Client does not obtain the right

or claim to any profits that may arise from use of this session's images in photographic competitions entered by the Photographer.

All photos created by Photographer are copyright protected. The client will receive a print release and may print (on their own) their personal photographs *only after purchasing the digital images*. The negatives/digital files remain sole property of Photographer and will never be given or sold.

Photographer agrees to grant these image rights to the client with a non-exclusive, limited, perpetual license. This license allows the client to do the following with the images:

- i) Display the images;
- ii) Print the images;
- iii) Upload, email, or electronically transfer the images or files; and,
- iv) Publish the images on personal websites or social media websites

This License will prohibit the client from doing the following:

- i) Applying for copyright registration or selling of any image or electronic files supplied by the Photographer
- ii) Making 'derivative works' or otherwise modify, including editing and/or manipulating electronic files

Client is obtaining prints for personal use only. Prints for publication (such as editorial, public relations or advertising use) require prior written consent from Holli Pool Photography. A credit line, which reads "Holli Pool" in type no smaller than that of the related text must appear adjacent to or within all permitted, published photographs.

LIMIT OF LIABILITY: Holli Pool Photography takes the utmost care with respect to the exposure, retouching, and transportation of digital captures, proofs and prints. However, in the unlikely event that all the originals are lost, stolen, damaged or destroyed within or beyond Photographer's control, Photographer's liability is limited to the refund of all payments received, or a reshoot can be scheduled at no additional cost. The limit of liability for partial loss or damage of originals shall be a prorated amount of the total amount, based on the percentage of originals lost or damaged. In the unlikely event that Photographer is injured or becomes too ill to attend the portrait session, Photographer will make every effort to reschedule to the earliest possible date. If the situation should occur, and the portrait session must take place on the scheduled date, Photographer will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received.

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstance, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

PRINT LIFE: Client is aware that color dyes and inks in prints may fade or discolor over time due to the inherent qualities of dyes and inks, and Client releases Photographer from any liability for claims whatsoever based upon the fading or discoloration due to the inherent qualities.

PRODUCT/PRINT FEES: Prints are available either individually or as listed on the products page of the Photographer's website. All prints (including those in books/albums) include standard editing and shipping usually through the U.S. Postal Service. Prints generally ship via Priority Mail three to four weeks after Client's print order has been paid in full. Rush printing and shipping can reduce delivery times by one to two weeks. A 50% rush fee is applied to the cost of each rush print. All print fees are subject to Virginia sales tax.

IMAGE STORAGE: Ordered images will remain on file for one year from the date of the session. Unordered images will be purged after 30 days from the date of the first viewing.

RETOUCHING/CONVERSIONS/DIGITAL FILES: Due to the nature of documentary photography, standard editing does not include retouching- such as removing blemishes or stray hairs. Retouching requests will be considered by the photographer, and if agreed upon, will be available at an additional charge. Photographer has the right to refuse any requested edits to the images.

Holli Pool retains the right to edit the photographs as she sees fit based on experience and expertise and may omit any image(s) that do not meet her standards. Creative editing choices for each image include deciding which photos are in color and which are converted to black and white.

INDEPENDENT CONTRACTOR: This Contract is not to be construed as an employment agreement in any way. The Photographer functions as an independent contractor.

MODEL RELEASE: Holli Pool Photography ("Photographer") obtains the absolute and irrevocable right and unrestricted permission concerning any photographs that she has taken or may take of the Client and any other parties involved in the session, to use, reuse, publish, and republish the photographs in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, competitions, editorial, advertising, and trade, without restriction as to alteration.

CHANGES TO THIS AGREEMENT: There may be additional charges if changes are made to this agreement. Client may increase the period of Photographer's service on the portrait date, provided Photographer is available during the time requested. Added expenses resulting from such change, including additional service cost, digital capture costs, and change-related fees will be added on to the final balance and will be paid in full by Client prior to delivery of the proof book. Client may not decrease the period of Photographer's service on the portrait date. If the period of Photographer's service is cut short by reason of fire, casualty, death, act of God or other cause beyond the control of the parties, Photographer shall still receive the total fees outlined in this Contract.

ENTIRE AGREEMENT: This agreement contains the entire understanding between Photographer and Client. It supersedes all prior agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, it does not mean that any other provision is also waived. This constitutes an order for one session with Holli Pool Photography by Holli Pool. This contract shall be governed by the laws of the State of Virginia and any applicable Federal Law.

The undersigned have read and understood the contract and agree to the terms and conditions in their entirety.

Signature of Client Date ___/___/___ _____ Date ___/___/___
Signature of Photographer

The contract is between the Photographer and the Client as detailed below: Holli Pool Photography by Holli Pool (referred to as "the Photographer") Stuarts Draft, VA 24477 Web: www.hollipoolphotography.com, E-mail: hello@hollipoolphotography.com