

session agreement

1. **Parties.** Client(s), or a 3rd party acting as the purchaser of stated services is hereinafter collectively referred to as "Client." Tiffany Edwards/Tiffany Beth Photography is hereinafter referred to as "Photographer." Photographer is in the business of providing professional photography services and products and Client wishes to retain Photographer's services on the Session date set forth in this agreement.
2. **Photography Services + Products Purchased.** The Photographer agrees to provide the services and products included in the selected session/package, and the Client agrees to retain Photographer and to purchase, Photographer's listed session/package price.
3. **Fees/Amount Due.** a.) Client agrees to pay a 25% non-refundable retainer fee at the time this agreement is signed, and the remaining package amount is due no later than the date of the event, unless otherwise discussed and agreed upon by both parties. (A sub-contract will be required for any payments to be made past the date of the session.) This retainer is nonrefundable. b.) Any additional photography coverage beyond the terms listed at the top of this contract will be billed at \$95 per hour. Any time more than 10 minutes and less than one hour will be billed for the entire hour.
4. **Travel + Fees .** Travel fees will occur when the any part of the event is located outside 20 miles of zip-code 30736. Fee will be acquired at \$25 per hour, round trip. This fee is to cover fuel, vehicle maintenance, time and food. Lodging will require a sub-contract to include travel. (Travel fees are for travel via automobile. If flight or other travel arrangements are required a sub-contract will be initiated.)
5. **Bounced Check Fee .** Any bounced checks will result in a \$35 fee added to the balance due from Client.
6. **Reschedule .** If the Client reschedules the session and the Photographer has the new date available, all money paid up until that point shall be transferred to the new date and the parties shall revise this Agreement accordingly to indicate the new session date. If Photographer is unavailable on the new date, it will be treated as a cancellation by the Client.
7. **Cancellation .** If the Client cancels the Photographer's services 13 days or more before the session, then the difference of the following remaining balance amounts paid will be refunded to Client, with the exception of the retainer, which is nonrefundable. If the Client cancels Photographer's services a. Within 14 days of the session date: Full remaining balance is due to Photographer.
8. **Consultation + Cooperation .** Client and Photographer agree that it is imperative to engage in open and timely communication with each other to schedule the session to ensure that expectations are understood, and realistic and so Photographer can perform to the best of his/her ability to provide the services as understood by both parties. Client understands and agrees that Photographer does not guarantee that all of the photographs requested will be taken at the session, just that Photographer will make a reasonable attempt to capture the photographs as requested and agreed upon between the parties. Photographer is not liable for missed photographs due to anyone's tardiness or absence for any reason, including the Client or any other parties partaking in the Photographer's services.
9. **Exclusive Photographer .** Photographer will be the exclusive photographer on the day of the session, except for Photographer's second shooter, if applicable to the session agreed upon in this agreement. Family and friends may not take photographs during the session and may not interfere with Photographer's work. Client agrees that Photographer may ask others to refrain from taking photographs at any time during the session to prevent interference with Photographer's work. a.) Photographer will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Clients' and their friends/families, etc. conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the

conduct of their friends/families, etc., resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

10. **Proofing + Ordering + Turnaround Times** . Up to 4-6 weeks (in peak seasons [wedding season, holidays, autumn, spring, etc.] return times may be extended) after the session, images from the session will be published to an online viewing gallery. The online gallery will be available for 30 days from the date of the first publication, within which all downloads (purchased with or post session) and all orders must be placed, unless otherwise discussed and agreed upon by both parties. If orders are not placed for additional digitals, prints, products, and not to be limited to, print credits received with the purchased package within one year of the event, the Photographer releases responsibility for said items and will not be required to fulfill the order.
11. **Editing/Artistic Discretion**. a) Client agrees and understands that Photographer edits the proofs at his/her own artistic discretion, and said editing is included in the package fee. b) Client agrees and understands that Photographer, in her sole artistic discretion, decides which images taken during the session or event that will be edited and presented in the Client's gallery; not all images taken during the session will be presented to the Client.
12. **Refunds** . Due to the custom nature of prints and photographic art products, all purchased products cannot be returned and all money paid is nonrefundable.
13. **Archive and Storage** . The Photographer archives all proofed images from each session for a period of 2 years from the date of the session, however is not obligated to do so. After that time, the Photographer may delete all proofed images from his/her hard drive and all external hard drives. The Photographer is not responsible for digital files once they are purchased and received by the Client. The Client is responsible for making electronic back-up copies of any digital files that are purchased from the Photographer and for keeping them in a safe place. Photographer is not responsible for any files "lost" by Photographer or Client after images have been received by Photographer. If after 6 months from the date of the event Client wishes to have Photographer retrieve archived images, there will be an additional charge of \$75 to do so.
14. **Force Majeure** . Photographer will not be liable to the Client for any loss resulting from an act of God, natural disaster (including but not limited to fire, earthquake, storm, hurricane, flood, lightning, tornado), an accident of any kind, an act of the public enemy, war, general arrest or restraint of government and people, civil disturbance or similar occurrence, terrorist attack, general disruption of the Internet, or general inability of national carriers to make scheduled deliveries.
15. **Limitation of Liability** . If Photographer fails to provide the services here-under due to reasons other than those listed in Paragraph 16 herein, Client's recovery and Photographer's liability is limited to the total amount paid from Client to Photographer under this Agreement and Photographer will have no further liability to Client, regardless of the total amount of costs or damages claimed by Client. Client's recovery is also limited to the total amount paid from Client to Photographer under this agreement in a situation where the digital files are lost or damaged through camera malfunction, where Photographer's camera(s), memory cards or film negatives are stolen, or where Photographer's equipment is otherwise lost or damaged. If only a portion of images are lost, stolen or damaged, refund to client will be in reasonable proportion to the amount of lost files.
16. **Assumption of Risk; Release of Photographer** . Client is responsible for and assumes the risk of injury to Client throughout the session. EXCEPT AS SET FORTH IN PARAGRAPH 17, CLIENT, THEIR HEIRS, ASSIGNS AND NEXT OF KIN, AGREE TO FULLY RELEASE PHOTOGRAPHER, AND PHOTOGRAPHER'S EMPLOYEES AND INDEPENDENT CONTRACTORS FROM ANY AND ALL LIABILITY, CLAIMS AND/OR LITIGATION OR OTHER ACTIONS THAT CLIENT MAY HAVE FOR INJURIES, DISABILITY, OR DEATH OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT, CONTRACT, BREACH OF WARRANTY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE PHOTOGRAPHER, PHOTOGRAPHER'S EMPLOYEES OR INDEPENDENT CONTRACTORS
17. **Emergencies/Illness/Pregnancy** . If Photographer suffers from any illness, pregnancy, or emergency, every effort will be made to secure the services of a suitable replacement photographer within the

same artistic style to cover the event or Photographer will allow client to contract with another photographer, in which case, all fees except retainer will be returned. In the event that no photographer can be booked as a substitute, all money paid will be refunded. If the client does not want the photographer to find a replacement, the contracting party may choose to receive a refund instead.

18. **Model Release** . Client hereby grants to Photographer and her legal representatives, heirs, and assigns, the irrevocable and unrestricted right to use and publish photographs of Client and Client's likeness for marketing, advertising, portfolio, website, commercial use, and other purposes, in any manner and to edit and alter the same without restriction. Client hereby releases Photographer and her legal representatives, heirs and assigns from any and all claims and liability relating to the photographs.
19. **Copyright** . Client understands that Photographer is the sole and exclusive holder and owner of the copyright of each image taken during the services provided under this Agreement and Client will not copy (including electronic copying, downloading, and screen printing), scan, edit, crop, or alter the images in any manner for any purpose. Photographer retains all rights to the images, including but not limited to, the right to sell, copy, display, and/or publish any and all images, for any reasons, including but not limited to marketing, advertising, print competitions, and for use on Photographer's website and portfolio. Copyright protection is governed by federal law and any and all violators will be punished to the fullest extent of the law permitted.
20. **Client Usage; Personal Use Only** . Client understands that he/she is obtaining prints and/or digital files (or other products) for Client's personal use only. Client agrees that he/she will not use any of the images from the session for commercial reasons, including but not limited to marketing, advertising or entering the images into a contest of any kind. If Client wishes to use any of the images from the session for commercial purposes, Client must contact Photographer to discuss the terms of a potential commercial arrangement, though Photographer is under no obligation to enter into any commercial arrangement.
21. **Entire Agreement; Amendments** . This Agreement is the entire agreement between the parties regarding this subject matter and supersedes all prior agreements and understandings related hereto. This Agreement can only be amended or modified in a writing signed by both parties, including any rescheduling or cancellations.
22. **Severability** . If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
23. **Governing Law, Jurisdiction and Venue** . This Agreement shall be governed by the laws of the State of Georgia, without giving effect to the principles of conflicts of law. The parties consent to jurisdiction and venue in the state and federal courts located in the State of Georgia.
24. **Counterparts; Electronic Signatures** . This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all signatures together shall constitute one and the same agreement. This Agreement may be signed via fax, email or other electronic means, any of which will be fully binding as an original signature.
25. **Social Media** . This clause applies to all social media, including but not limited to: Facebook, Instagram, and Twitter. When published online it is required that citation of photographer be made. The client agrees that they will under no circumstances alter the photographer's photographs that are placed in public on the internet. As a photographer, I need photographs that are placed online to be accurate representations of my work so that future clients have a good understanding of the type of photographs that they'll receive. The client agrees to be responsible for any family member or friend who posts our photographs online and agrees that they cannot be cropped (with the exception of the forced cropping for Facebook's Timeline, Instagram, etc.), altered in color, or edited in any way.