

Senior Model Team Photography Agreement

1. **Retainer and Payment.** The Client shall make a non-refundable retainer of \$350.00 to the Photographer to perform the services specified herein. Upon payment, Photographer will reserve their spot on the senior model team and then begin discussing the session time and date agreed upon by both parties exclusively for you. Is due **two weeks before your session date.**

2. **Cancellation.** If the Client requests to end or cancel this agreement the retainer shall be forfeited. The client understands that the retainer is to secure their spot on the senior model team.

3. **Duration.** The effective term of this contract will begin upon execution of this contract by the Client and Photographer. This contract shall conclude upon the Client's completion of duties under the contract and/or the Senior Model's official graduation date from high school, whichever is later.

4. **Consideration.** The Client shall receive their Senior Model Package and Senior Model Team perks including, one intro shoot, three bonus styled shoots, 5 digital high-resolution digital images for each bonus shoot, and service hour opportunities.

5. **Rescheduling/ Late Arrivals.** In the event that the Client requests to reschedule a session, the remaining payment shall be applied to a rescheduled session if notice is given at least 14 days prior to the scheduled event. Reschedule must be within the same calendar year. The Client understands that if they need to reschedule for any reason than weather or unforeseen illness, they shall be charged **\$25.00 rescheduling fee.** The Client understands that if they are late for their session the photographer will remain at the agreed-upon location for 30 minutes and will leave the location if the Client does not arrive before that time. That 30 minutes will also cut into the agreed-upon session time and the full payment will not be refunded. Any Client that is late arriving at the session will have the amount of time late deducted from the time allotted for the session.

6. **Artistic Rights.** The Photographer retains the right of discretion in selecting the photographic materials released to the client.

7. **Photographic Materials.** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer.

8. 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 Client's written permission. 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.

9. 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. If the Photographer provides a digital file print release, the Client must act in accordance with the release. The Client will NOT screenshot, copy, or print photos given as previews. Client agrees to abide by the photographer's editing decisions and agrees not to crop, alter, or edit photo/s in any way after receiving photographs.

9. Exclusive Relationship. The Photographer and Senior Model relationship shall be an exclusive contract and shall continue until expiration on the official high-school graduation of the Senior Model. If the Senior Model represents and/or engages another photographer for portraiture during the duration of the contract, this shall constitute a material breach of this contract and the Client shall be liable for the Standard Price List valuation of all services and products received at time of breach of the exclusive relationship. Failure to remit these monies by the deadline provided by this contract shall result in collections and/or legal action against the Client. (Exception is for Senior Headshots **ONLY** as required by school).

10. Ethics. The Senior Model shall refrain from committing any act while serving as a Senior Model or in his/her private life, which shall constitute an offense involving moral turpitude as determined at the sole discretion of the photographer. The Senior Model shall not commit any act that will cause public hatred, contempt, scorn, or ridicule or that will shock, insult, or bring disrepute to the Photographer, nor shall the Senior Model engage in any immoral activity. Such acts and activities include but are not limited to substance abuse, school administration suspensions and/or dismissals, public indecency, and engaging in pornographic depiction. The Photographer retains discretion for the ethical standard required by the Senior Model, parent and/or Legal Guardian as required under this subsection. Failure to do so may result in dismissal at the Photographer's discretion from the contract herein. If dismissed from the contract pursuant to this subsection, the Client shall be liable for the Standard Price List valuation of all services and products received at time of breach to the exclusive relationship. Failure to remit this valuation to the Photographer shall result in a collection action against the Client.

11. Social Media. The Client may share social media posts by using the share functions and dissemination of direct links. The client shall not copy, download, screenshot, or capture the

photographs in any other fashion.

12. Failure to Perform. If the Photographer is unable to perform this agreement due to illness, emergency, fire, casualty, strike, act of God, or causes beyond the control of the Photographer, the Photographer, and Client shall make every attempt to reschedule the session. If a reschedule date is unable to be agreed upon, 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, Client will have the opportunity to reschedule at no additional cost. If Client does not reschedule, all prepaid monies shall be forfeited to photographer.

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. Travel and Overage Fees. The Client shall pay 65 cents per mile for travel 30 or more miles outside the Zip code of 35773. The Client shall pay for fees or deposits (like entry fees) for themselves and the photographer, for locations that require payment.

15. Indemnification. The Photographer shall be held harmless for any and all injury to the client during the course of the photography session and the immediately surrounding events, including negligence. This release shall be binding upon and inure to the executors, administrators, heirs, and assigns of parties herein.

16. Miscellaneous. 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. This Agreement shall be governed by the laws of the State of Alabama.

17. Attorney's Fees. If the photographer to this Contract brings a legal action against the client to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the photographer shall recover attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.