J. Marie Photography LLC

Memories Are for Everyone

ON-LOCATION PHOTOGRAPHY · ELKTON, MARYLAND · SERVING MARYLAND & DELAWARE

Photography Booking Contract

Please complete the booking details below. This contract is entered into between J. Marie Photography LLC ("Photographer") and the undersigned Client(s).

Client Name(s): _____	Client Email: _____
Phone: _____	Session Type: _____
Session Date: _____	Start Time: _____
Venue / Location: _____	
Total Session Price: $_____	Retainer Due at Booking (50%): $_____
Remaining Balance Due on Session Day: $_____	

A. Session Fees

Client agrees to pay photographer a deposit of **50%** at the time of booking to secure their appointment date and time. This is a non-refundable retainer fee that goes toward your session. If you cancel or no show the deposit is not refundable. The remaining agreed balance is due the day of the session and before pictures will be released.

The cost of your shoot covers the time and talent of photographer, basic retouching and creative editing of images, as determined by the photographer, and the agreed amount of images to be downloaded by client from the online gallery (Pixieset) — the link will be shared once the photos are completed via email or text. Additional editing is available at additional expense to be determined by photographer. Additional prints or digital images may be available for purchase.

Travel: the first 30 miles of travel from Elkton, Maryland are included. Travel beyond 30 miles is billed at $0.75 per mile.

B. Gallery Uploads

The images will be ready **2 weeks** after session date. The gallery will remain active for 30 days from delivery. Should your gallery expire and you need your images re-uploaded there is an upload fee of $25 per gallery.

C. Re-shoots / Refunds

Re-shoots are determined at the discretion of the photographer. Re-shoots and refunds will not be given for poor choices of clothing, make-up, hair or weather related issues, or by not following the recommendations of the photographer.

D. Session Punctuality

Please make every effort to be at your session on time. Please know that if you are late, it will be docked from your time allotted. If you fail to show up during your scheduled appointment you will forfeit all money paid. Session starts at the agreed upon time. It is strongly encouraged that client arrives 15 minutes prior to the start of session. This allows for any last-minute feeding, changing, and relaxing before session begins.

E. Archive

After one (1) month, all images will be purged from photographer's hard-drive, except as needed for promotional purposes, to be determined by photographer at photographer's sole discretion. Photographer is not responsible for loss or damage to the digital files due to circumstances beyond photographer's control.

F. Payment

All payments are due in full unless payment arrangements have been made. Orders 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.

J. Marie Photography LLC accepts payment via Cash App, PayPal, and Apple Pay. Payment details are provided at booking.

G. Model Release

I hereby give to J. Marie Photography LLC the absolute and irrevocable right and permission with respect to the photographs that he/she has taken of myself and/or my minor child in which he/she may be included with others:

a) To copyright the same in the photographer's name or any other name that he/she may select;

b) To use, re-use, publish and re-publish the same in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising and trade, and;

I hereby release and discharge photographer from all and any claims and demands ensuing from or in connection with the use of the photographs, including any and all claims for libel and invasion of privacy.

H. Liability

Photographer is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and for themselves and release photographer from any claims against their person or their business.

I. Copyright & Penalty

J. Marie Photography LLC retains all copyrights to all images created during client's session. A print release may be purchased with digital files to print portraits for personal use up to designated size listed on print release. The print release does not allow publication of your portraits (i.e. entering in contests), selling or altering of your images without the photographer's written permission. It is illegal to copy, scan, download, print, share, alter, or otherwise steal any image created by J. Marie Photography LLC during client's photo session. This applies to "sneak peek" images, images posted in an online proofing gallery, blog, Facebook, IG, or hard copy images. If client steals images via any method listed above, or any other method, client will be invoiced for the cost of EACH digital image client has stolen, at photographer's current price per digital file.

> *Note from photographer: I work very hard to create images that reflect you and your family, while keeping in line with my artistic vision and creativity. I know you will want to share them and include a sneak-peek for that very reason. However, I ask that you simply link back to my blog/website/facebook page instead of right-clicking, saving, and sharing the image via your own page. I hope that you will respect not only my hard work, but the time, money, and dedication that I have put into training and equipment to capture these images for you. Please do not steal them.*

J. Non-Disclosure Clause

I work hard to find locations that are unique to my sessions — please do not share them.

K. Harassment

The Client(s) agree to undertake best efforts to ensure the Photographer and the Photographer's staff are treated with respect and dignity and that the Photographer is provided with a safe working environment. Should an issue arise, the Photographer will make reasonable effort to handle the matter. If the situation is not remedied in a reasonable amount of time, the Photographer retains the right to cancel the remainder of the event. Safe working environment issues include, but are not limited to, any instances of sexual harassment, violence, threats, or other similar behavior that would lead a reasonable person to feel unsafe in such an environment. In the event of such cancellation, the Client(s) will not be entitled to any refund.

L. Communication

The Client agrees to positive cooperation and communication for the best possible result within the definition of this assignment. J. Marie Photography LLC is not responsible for key individuals' failure to be present or to fully cooperate during photography sessions, neither for missed images due to lack of cooperation.

M. Rescheduling

The Client may reschedule their session one time with at least 7 days' notice, and the retainer will transfer to the new date. The new date is subject to the photographer's availability and must be held within 6 months of the original session date. Rescheduling with less than 7 days' notice, or rescheduling a second time, is treated as a cancellation and the retainer is forfeited. Weather reschedules for outdoor sessions are at the photographer's discretion and do not count against the one reschedule.

N. Photographer Cancellation

If the Photographer must cancel due to illness, emergency, or circumstances beyond her control, the Client may choose to reschedule at no charge, or receive a full refund of all amounts paid, including the retainer.

O. Weddings & Events Coverage

Wedding and event coverage is for the hours included in the booked package. Additional coverage time is billed at $250 per hour and is due before the additional time begins. A second photographer, if booked, is an add-on at $75 per hour.

The undersigned hereby warrants that he/she is over the age of 18 and has full contractual capacity.

Client(s) agree(s) to only sign if they have read and agreed to the terms of service in this contract and they believe all information is deemed correct to the best of their knowledge.

Print Name: _____ Date: _____

Signature: _____ Date: _____

Photographer, J. Marie Photography LLC:

_____ Date: _____