



This Agreement is entered into as of the DATE, by and between **Lauren Nicole Imagery** a Missouri LLC ("Photographer"), and **[CLIENT NAME]**, each a "Party" and collectively the "Parties."

### **Definitions**

The terms "Photographer," "photography team," "us," "we," and "our" refer to Lauren Nicole Imagery, LLC and all agents, employees, affiliated independent contractors, or other representatives.

The terms "Client", "you" and "your" refer to **[CLIENT NAME]** and all agents, employees, or other representatives.

The term "including" means "including, but not limited to."

The terms "agreement" and "contract" refer to this duly executed contractual obligation between parties.

### **Services**

Photographer will provide Client with the following services and/or products ("Services"):

- \_\_ (#) minutes of photography coverage on the session date – **DATE** at **LOCATION**.
- Online gallery of \_\_ (#) high-resolution images for viewing, sharing, and downloading.
- Unlimited print and sharing release.

### **Booking & Payment**

The Photographer's total fee for this coverage is \$\_\_\_\_\_, that must be paid in full within one (1) week of signing to execute the Agreement. The listed date will not be reserved until this Agreement is fully executed. Upon payment, the Photographer will reserve the time and date agreed upon by both parties. The Client agrees that this non-refundable payment is earned by the Photographer when paid and is remitted in consideration of the experience, reputation, skill of the Photographer and in consideration of the inability of the Photographer to schedule other clients during this time.

Acceptable payment methods include check or credit card. Returned checks are subject to a \$50 returned check fee. Client assumes responsibility for any and all collection costs and legal fees incurred by Photographer in the event enforcement of this Agreement becomes necessary.

### **Additional Images To Purchase and Proofing**

Portrait Collections I & II include a set number of images with the total fee. Within 48 hours from the end of Client's session, Photographer will send via email a link to a watermarked proofing gallery for Client to select their favorite 10/30 images. Client will "favorite" the images they wish for Photographer to professionally edit. Client will receive their finished gallery no later than ten days after making their selections. Extra digitals may be purchased for \$10 an image, or 50% off what the total would be for the remaining images for the entire gallery. Professional editing for Client's session includes fixing white balance, exposure and shadows to be consistent, removing any non-permanent blemishes, fixing

composition/crop/angle where applicable and removing any and all distractions that shouldn't be in the photographs.

### **Cancellation/Failure to Perform**

Cancellation. If Client requests to amend or cancel this agreement seven (7) calendar days before the session date, the retainer shall be applied to a mutually agreed upon reschedule date. If Client cancels this agreement, or fails to show, this agreement 6 or less calendar days before the session date, the full payment shall be forfeited. Client understands and agrees that Photographer will not book another sessions during this time. In the event that Client cancels the portrait session or fails to attend the session on the Session Date, for any reason, Photographer shall suffer losses that are difficult to ascertain. 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 is unable to be agreed upon, Photographer shall return the full balance 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, liability shall be limited.

### **Rescheduling/Late Arrivals**

In the event that the Client requests to reschedule a session, the full payment shall be applied to a rescheduled session if notice is given at least 7 days prior to the scheduled event. Reschedule must be within the same calendar year. Any Client that is arriving late to the session will have the amount of time late deducted from allotted for the session.

### **Intellectual Property & Creative License**

The Photographer will retain copyright ownership of all photographic works under this Agreement, including but not limited to all images in their original and processed formats.

Photographer will utilize artistic license in relation to the poses photographed and the locations used. All images are edited at his/her discretion and delivered images will not include all images shot.

Photographer reserves the creative right to edit and release only those deemed professional in quality and within his/her artistic and creative standards.

**Completion Schedule** The photographic gallery will be processed and available for viewing, downloading and sharing two (2) weeks from the session date.

The Photographer will not be held liable by third-party manufacturing laboratories that are utilized for products and may provide restrictions on an order not outlined in this Agreement. If restrictions arise, the Photographer will communicate with the client to extend the existing timeline.

### **Travel and Overage Fees**

Travel expenses will apply to all travel requiring 30+ miles outside of Photographer's primary business location of Lee's Summit, Missouri. The Client will pay the \$1.66 per additional mile outside of 30. Events requiring 200 miles of travel outside of Photographer's primary business location will require a two-night hotel stay to be paid for by the Client. All travel and lodging expenses will be invoiced by Photographer

and paid by Client at least thirty (30) days prior to event date. Travel will be invoiced separately from the charges for the services outlined in this Agreement.

## Venue Guidelines

The Photographer is bound to guidelines and policies of venue officials or management. The Client agrees to accept the technical results of their imposition on the Photographer. Negotiation with the officials for modification of guidelines and/or policies is the Client's responsibility. Any additional permits or fees required by the venue or local jurisdiction shall be the responsibility of the Client.

## Client 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. The Client agrees to make no changes to the photographs including color-correction or cropping when sharing on social media. The client agrees to let the Photographer know within seven (7) days if any changes are wished to be made. Any changes besides color correction or exposure will result in a fee of \$5.00 per image.

## Social Media

The Client may share blog post links and Facebook albums through use of the share functions and dissemination of direct links. Client shall not copy, download, screen shot, or capture the photographs in any other fashion.

## Limit of Liability

**Maximum Damages.** Client agrees that the maximum amount of damages he/she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Photographer.

**Loss of Product.** In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Photographer will refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided. Client agrees to indemnify and hold harmless Photographer for any liability, damage, or loss related to technological failure. Cameras, hard drives, and memory cards are subject to technical failure. Photographer will take reasonable steps to prevent data loss but is not liable for loss of data due to technical failure.

## Indemnification

Client agrees to indemnify, defend and hold harmless Photographer and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Photographer provides to Client. Claims against Photographer for the delivered artistic works must be brought to Photographer's attention within one (1) week from date of . After one (1) week, the Client waives any right to submit a claim to Photographer for

reimbursement of any fees previously paid or for his/her waiver or forgiveness of any fees that may still be outstanding.

## **Construction & Severability**

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in interpreting this Contract. The language in this Contract will be interpreted as to its fair meaning and not strictly for or against any party.

If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

## **Miscellany**

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 will not be deemed a waiver of any subsequent breach or default of either the same provision or any other provision of this Agreement.

This Agreement will be construed under Missouri law, without regard to its choice of law provisions. The state and federal courts for Jackson County, Lee's Summit, Missouri will have exclusive jurisdiction over any dispute arising under or relating to this Agreement. The parties agree to proceed with a bench trial, and each hereby waive any right to a jury. In any such suit, the prevailing party will recover all costs incurred and a reasonable attorney's fee.