## **Payment and Terms**

All sales are final. Deposits are non-refundable. All balances due must be paid in full before scheduled shoot date.

# **Cancellation and Reschedule**

It is the Client's responsibility to immediately notify Photographer in writing or by phone if there is a need to reschedule or cancel. If Client fails to notify Photographer within 24 hours of scheduled date of photo session, no options for rescheduling will be considered.

Client may reschedule a maximum of two times within one calendar year from initial booking date. Thereafter, no options for rescheduling will be considered, nor will any funds be refunded.

# Copyright and Release

All photos are copyrighted. The web-resolution digital images ("Images") created by the Photographer remain the property of the Photographer. It is illegal to copy, scan, reproduce, or post online in forums or elsewhere without issuing proper credit to Photographer. The Client understands that posting of images on the internet must be acknowledged as images by the Photographer. Violators of this federal law will be subject to its civil and criminal penalties.

The Photographer retains the copyright to all Images produced by the Photographer. The Client hereby assigns the Photographer the irrevocable and unrestricted right to use and publish photographs of the Client or in which the Client may be included, for editorial, trade, advertising, educational, professional samples, displays, internet website pages, art exhibitions, contests, and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Client releases all claim to profits that may arise from use of images.

### **Editing & Completion Schedule**

The Photographer is not liable to deliver every image taken at the photo session. The determination of Images delivered to the Client is left to the discretion of the Photographer.

Edited Image proofs will be transmitted to Client via DropBox within 14 business days from scheduled date of event. Client is to preview proofs and select amount of Images included with purchase. Client has the option to provide Photographer with further specific editing requests ("Edits"). Photographer will incorporate Edits to the best of her ability, with a maximum of two rounds of editing. Thereafter, the final post production and editing styles, effects, and overall look of the Images are left to the discretion of the Photographer. Upon receipt of Client's Edits, Photographer will transmit finalized Images to Client via DropBox within 30 business days.

No raw unedited Images will be released to the Client.

### **Travel Expenses & Permits**

Travel expenses must be reimbursed to the Photographer and will be added to the balance due after the photo session. Travel fees are pre-determined and will be set out in the initial payment total. The Client shall pay \$.75 per mile for travel 30 or more miles outside the zip code of 92154 for all photo sessions scheduled in California. Clients are responsible for all location fees and permits.

### Indemnification

The Photographer shall be held harmless for any and all injury to Client during the course of the photography session.

#### Garments

The Photographer cannot be held responsible for damage to Garments due to environmental events. Client is responsible to arrange personal assistance for garments.

# **Force Majeure**

If the Photographer or its assigns cannot perform this Agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, then the Photographer has the right to reschedule the date of the photo session. This release of liability shall also apply in the event that photographic materials are damaged, lost through camera malfunction, compact flash card malfunction, or otherwise lost or damaged without the fault on the part of the Photographer.