



CLIENT CONTRACT AGREEMENT

HOURLY PHOTO SESSION

Sweet Monkey Photography, LLC

This agreement outlines the terms and conditions for photography services provided by Sweet Monkey Photography, LLC, and the client.

Child Photography Waiver: If this photography session is for a child or children under the age of 18, a parent or legal guardian must be present during the photography session and must complete, initial, and sign this contract on their behalf. Please indicate whether this session is for a child or children under the age of 18 by selecting YES or NO below. If YES is selected, a parent or legal guardian must complete, initial, and sign the remainder of this contract.

Is this photography session for a child or children under the age of 18?

YES

NO

I, (parent or legal guardian's name), _____, on behalf of (child or children's name(s)), _____

grant Sweet Monkey Photography, LLC the right to photograph and use the resulting images of my child or children for any lawful purpose, including but not limited to publicity, copyright purposes, illustrations, advertising, marketing, and web content as outlined in this contract.

Parent or legal guardian's signature: _____

Parent or legal guardian's initials: _____

This contract is between _____, (hereinafter "Client"), and
Sweet Monkey Photography, LLC, (hereinafter "Photographer").

This contract is effective this date: _____.

Photography Session Details:

Session Date & Time: Photographer shall provide a digital photography session (hereinafter "Session") to Client starting on **Session Date:** _____ at **Session Time:** _____ and proceeding up to **1-hour**.

Session Rate(s): I, Client, acknowledge that the first hour of the photography session will be billed at the **First Hour Session Rate** of _____ per hour. I, Client, further understand that each additional hour will be billed at the **Additional Hour Rate** of _____ per hour. I, Client, agree that any time exceeding the first hour will be considered an additional hour and will be billed at the **Additional Hour Rate** of _____ per hour.

Session Deposit: I, Client, agree to pay a **Deposit Fee** of _____ upon signing this contract. I, Client, understand that my Session cannot be reserved until my deposit fee has been paid and I have completed, initialed, and signed this contract.

Session Location: Photographer and Client acknowledge the Session will take place at the following location:

Session Location: _____
Street Address: _____
City: _____
State: _____
Zip Code: _____

Independent Contractor Status Agreement: I, Client, acknowledge that this contract does not constitute an employment agreement in any way. I, Client, understand that Photographer always remains an independent contractor.

Model Release Agreement: I, Client, irrevocably authorize Photographer, as well as their legal representatives, assignees, employees, staff, assistants, and transferees to use, publish, and distribute the images of myself, my child/children, pet(s), and property taken during the Session for any artistic or commercial purpose, including advertising, publication, or illustration.

Punctuality Clause: I, Client, agree to be present, prepared, and ready for my scheduled Session time, which includes myself, my child/children, pet(s), family, friends, co-workers, and property. This includes having all props on location at the scheduled Session time. I, Client, understand that any lost Session time due to tardiness will be forfeited. I, Client, acknowledge that Photographer has other clients before and after my session and will respect Photographers scheduled Sessions by being punctual.

Editorial Authority: I, Client, agree Photographer has full and final editorial control over the use of the photographs taken during my Session. I waive all rights to approve or review any uses of the photographs featuring myself, my child/children, pet(s), family, friends, co-workers, and property, provided that such use is for lawful purposes.

Marketing and Advertising: I, Client, agree that the photographs of myself, my child/children, pet(s), family, friends, co-workers, and property

may be used by Photographer, including their assigns, employees/staff, assistants, and transferees, for any lawful purpose, including but not limited to marketing, advertising, publicity, or other promotional purposes. This may include use in television, social media, websites, email marketing campaigns, and all other forms of digital or print media.

Location Permits/Fees: If I, Client, specify a Session location outside of Photographer's control, I agree to obtain any necessary permissions and permits for a professional photography session at that location. If I, Client, fail to do so, I will forfeit my deposit. Additionally, I, Client, agree to pay any fines, fees, or tickets issued to Photographer and their assistants/staff if I neglect to obtain the necessary permissions and permits. This includes, but is not limited to, parking tickets or vehicle towing fees. In such circumstances, I agree to pay a \$100 rescheduling fee to reschedule my Session with the proper permissions and permits in place.

Sole Photographer: I, Client, agree Photographer will be the only photographer during the Session. To avoid distractions, I, Client, agree that no other cameras, including smartphones, will be used to take photographs of the subjects during the Session.

Out of pocket Expenses: I, Client, agree to pay for any additional expenses incurred by Photographer and their assistants/staff that exceed \$20. This may include, but is not limited to, props requested by me, parking fees, and mileage fees for travel beyond a 25-mile radius of the Photographer's office at 1205 NE 11th Terrace Cape Coral, FL 33909.

\$75 Shopping Fee: I, Client, acknowledge that Photographer charges a \$75 shopping fee if I request them to purchase any props, costumes, or other items specifically for use during my Session. This fee is in addition to the cost of the requested items and will be invoiced to me along with the expenses for the props, costumes, or other items in my final invoice from the Photographer.

Cancellations and Postponements

At Sweet Monkey Photography, we understand that sometimes plans change and you may need to cancel, postpone, or reschedule your Session. In order to accommodate other clients and ensure the smooth operation of our business, we have the following policies in place.

48-Hour Cancellation and Postponement Policy: I, Client, acknowledge that I must provide Photographer with at least 48 hours' notice of my intention to postpone or cancel my scheduled Session. I, Client, understand I must submit my request to postpone or cancel my scheduled Session in writing via email to ContactMonkey@comcast.net or MonkeyRich@comcast.net. I, Client, understand it is my responsibility to confirm Photographer received my request by calling the Photographer at 239-299-9799. I, Client, recognize my failure to inform Photographer within 48 hours of the Session will result in the forfeiture of my full deposit amount. Additionally, I, Client, understand I will be required to pay a non-refundable \$100 rescheduling fee to reschedule my Session.

One-Time FREE Client Cancellation or Postponement: Photographer acknowledges that Client is entitled to one free postponement or cancellation of their Session, provided that at least 48 hours' notice is given. I, Client, acknowledge I must provide written notice of the postponement or cancellation via email to ContactMonkey@comcast.net or MonkeyRich@comcast.net. I, Client, understand it is my responsibility to confirm Photographer received my request by calling the Photographer at 239-299-9799. Photographer understands that unforeseen circumstances may arise and is committed to working with the Client to reschedule their photography session as needed. Photographer acknowledges there will be no rescheduling fee for a postponement with 48-hours advance notice, and the Client's full deposit amount will be refunded if 48-hours advance notice is given for a cancellation.

Multiple Client Postponements or Cancellations: I, Client, acknowledge that if I postpone or cancel my scheduled Session on multiple occasions, that I will forfeit all fees paid to the Photographer, including my full deposit amount paid and any \$100 rescheduling fees paid, regardless of the number I have paid.

Termination of Working Relationship: In the event of multiple postponements, cancellations, or no-shows by Client, Photographer reserves the right to terminate their working relationship. This includes the Photographer's right to refuse to reschedule future Session dates with the Client indefinitely. No refunds will be issued, and all deposits and rescheduling fees will be forfeited.

Photographer Postponement or Cancellation: In the event that Photographer is unable to attend the scheduled Session due to illness, injury, or equipment failure, I, Client, agree to work with Photographer to reschedule my Session. Under these circumstances, Photographer agrees that no rescheduling fees will be charged to Client to reschedule Session. If rescheduling is not possible,

Photographer agrees to fully refund the Client's deposit amount paid and any rescheduling fees paid.

Client No-Shows: I, Client, acknowledge that if I fail to show up for my scheduled Session, I will forfeit my full deposit amount paid and understand I will be billed for the entire amount of the scheduled Session at the Session Rate identified above.

Bad Weather Cancellation: In the event of inclement weather, Photographer agrees to collaborate with Client to reschedule their Session at no additional charge. There will be no rescheduling fees due to weather-related issues.

Satisfaction Guarantee

Satisfaction Guarantee: At Sweet Monkey Photography, LLC, we are committed to providing our clients with the highest quality photography services. We understand the importance of capturing life's special moments, and we strive to exceed your expectations with every session.

That is why we offer a 100% satisfaction guarantee. If for any reason you are not completely satisfied with your experience with us, we will do everything in our power to make it right. If we are unable to meet your expectations, we will refund your money in full, including any deposits.

We value your trust and confidence in our services, and we are dedicated to ensuring that you are completely satisfied with the results. No questions asked, no hassle, no fuss – no monkey business. Just beautiful moments captured and transformed into memories that will last a lifetime.

Refund Policy

Communicating Request for Refund: I, Client, understand that I must submit a written request for a refund via email to either ContactMonkey@comcast.net or MonkeyRich@comcast.net. I, Client, acknowledge that it is my responsibility to confirm Photographer received my refund request by calling Photographer at 239-299-9799.

Confirmation of Refund: Upon receiving an official refund request via email from Client, Photographer agrees to respond via email to Client to confirm receipt of the request. Photographer will then process Client refund in accordance with the terms of the refund policy.

Payee for Refund: As Client, I acknowledge that all refunds will be issued to me in the form of a business check from Sweet Monkey Photography, LLC. The refund check will be made payable to my name as it appears in this Client Contract Agreement.

Refund Mailing Address: As Client, I understand all refunds will be mailed to my mailing address as it was typed above in this Client Contract Agreement.

Seven (7) Business Days: I, Client, acknowledge all refunds may take up to **7 business days** to process. I, Client, understand I may not receive my refund check within these 7 days.

Codes of Conduct

Cooperation and Conduct: I, Client, understand that the photographer is not responsible for the behavior of any parties involved in the Session, except for assistants or staff hired by Photographer. I, Client, acknowledge that children and pets can be challenging, and Photographer reserves the right to suggest rescheduling the session if any party is uncooperative. Photographer also reserves the right to cancel the Session immediately under these circumstances. In order to reschedule, I, Client, agree to pay a \$100 rescheduling fee.

Disorderly Conduct: No refunds of deposits or rescheduling fees will be given for disorderly conduct. I, Client, agree that if any parties involved in the session are acting disorderly, intoxicated, belligerent, verbally or physically threatening, or making sexually suggestive comments towards any other parties involved in the session or towards Photographer and their staff/hired assistants, Photographer reserves the right to cancel the Session immediately. In this case, I, Client, acknowledge that I will forfeit my deposit in full, and any rescheduling fees paid, and will not receive any pictures taken up to the point of cancellation. To reschedule my session, I agree to pay a \$100, non-refundable, rescheduling fee. If I choose not to reschedule, I, Client, waive my right to a refund of my original deposit and any rescheduling fees paid.

Conduct of Pet(s) I, Client, assume full responsibility for the actions and behavior of my pet(s) during the Session. This includes properly disposing of any animal waste left on site by my pet(s). I, Client, assume full responsibility for any damage caused by my pet(s). I, Client, also waive and release the photographer, any insuring entity, and their directors, board members, officers, employees, volunteers, agents, assistants, representatives, or assigns, as well as any activity sponsors, from all liability arising from injuries caused by my pet(s) during the session. I, Client, understand that I am always fully responsible for the conduct and well-being of my pet(s) during the Session. Photographer reserves the right to cancel the session immediately if my pet(s) become aggressive or show signs of aggression towards Photographer and their staff/hired assistants, any person, or other animal. In this case, I, Client, agree in order to reschedule my Session, I must pay a \$100, non-refundable, rescheduling fee.

Photographer Copyright & Client Usage

Photographer Copyright: I, Client, agree that all images captured of me, my likeness, my property, pet(s), and child/children during the Session are copyrighted and are the property of Photographer. I, Client, grant Photographer unlimited rights to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute the photographs of me, my likeness, my property, pet(s), and child/children in any manner or media now existing or hereafter developed, in perpetuity and throughout the world, provided it is done for lawful purposes.

Limited Client Copyright Release: Photographer agrees to grant the client a non-exclusive, limited, perpetual license to use the images produced during their Session. This license allows Client to display, upload, text, email, and share the images, as well as print them for personal use. The client acknowledges that when sharing the images digitally or on social media platforms, a credit line reading "Sweet Monkey Photography, LLC" must appear adjacent to or within the image in a font of similar size to related text.

Client License Limitations: I, Client, agree this license does not allow me to sell or edit any images produced by Photographer from my Session. I, Client, understand this license does not allow me to use the images in printed publications, such as editorial, public relations, and advertising, without prior written consent from Photographer.

Use of Fictitious Names: I, Client, agree that Photographer may use fictitious names in conjunction with images of me, my likeness, my property, pet(s), and child/children for marketing and advertising purposes.

Waiver of Monetization Rights: I, Client, hereby waive all rights to intellectual property ownership and monetization of any version of the photographs taken of me, my likeness, my property, pet(s), and child/children by the photographer.

Waiver of Compensation: I, Client, hereby waive my right to any royalties or other compensation related to the use of the photos referred to in this Form. I, Client, also acknowledge that I do not expect to receive compensation for participating in the Session today, or for any future use of the photographs taken of me, my likeness, my property, pet(s), and child/children by Photographer.

Deliverables

Release of Final Images and Payment: I, Client, understand that Photographer will not release the final images to me until I have made full payment of my final invoice.

Delivery Timeframe: I, Client, understand that Photographer may take up to **14 calendar days** from the date of my Session to complete the post-processing and retouching of my images before delivering them to me.

Extended Post-Processing Time: I, Client, agree that Photographer may request additional time beyond the initial 14 calendar days to complete the required post-processing work and retouching

on my Session images. Photographer agrees to communicate any such requests for extra time via email to Client's email address as listed in this Client Contract Agreement.

Waiver of Image Review and Selection: I, Client, waive all rights to any involvement in the analysis, review, and selection process for determining which images will be my final images from the Session. I, Client, grant Photographer full authority, discretion, and autonomy in conducting the analysis, review, and selection of my final Session images.

Number of Final Images Delivered: I, Client, I acknowledge that the number of final images delivered to me will not include all the images captured during the Session. I, Client, have no expectation as to the specific number of final images I will receive from Photographer. I, Client, agree that Photographer has full discretion as the expert to analyze, review, and select the best final images for post-processing, retouching, and delivery to me.

Delivery of Final Images: Photographer agrees to email Client a link to a password-protected cloud storage photo gallery, where Client can download their final, retouched images.

Non-Release of Session Proofs: I, Client, understand that Photographer will not release the negatives or digital raw files of the images taken during the Session to any parties, including myself.

Retouching Services and Fees: Photographer agrees to provide light retouching services for all final images, including color correction and removal of light blemishes. I, Client, understand I may request additional retouching services, but Photographer reserves the right to charge additional fees for time-consuming requests such as removing objects, changing backgrounds, or altering body shape. I, Client, acknowledge that the photographer charges a rate of \$25 per photograph for such time-consuming retouching requests.

Reshoot Policy: Photographer agrees to reschedule one free session (hereinafter referred to as a "Reshoot") at no charge if the client is dissatisfied with the results of their original session. I, Client, understand, if I am dissatisfied with my images, I must notify Photographer within **5-calendar days** of receiving the email with the password-protected link to my final delivered images. After 5-calendar days, I, Client, acknowledge I forfeit all rights and claims to a free Reshoot. I, Client, understand I must send a written Reshoot request via email to ContactMonkey@comcast.net or MonkeyRich@comcast.net and confirm receipt by calling the photographer at 239-299-9799. Photographer agrees that if the client is still dissatisfied with the results of their images from the free Reshoot, Photographer will refund Client their deposit and all money paid. At this point, the client will not retain any images and the photographer will retain all rights to the images from both sessions as set forth in this contract.

Limitation of Liability

Release of Liability: I, Client, completely release and discharge Photographer from all demands or claims that may arise from or relate to the use of photographs featuring me, my likeness, my children, my pets, or my property. This includes all claims for violation of the right of publicity, right of privacy, or libel. This authorization and release shall benefit the legal representatives, licensees, heirs, and assignees of Photographer and shall be binding upon me, my heirs, assignees, and legal representatives.

Waiver of Liability for Accidents: I, Client, understand that I assume all risk of physical or psychological injury that may occur during any type of accident during my session. This includes any physical or psychological injury that may occur to myself, my guests, family, friends, co-workers, my children, and my pets. Without signing this form, I understand that I will not be able to participate in the session with Photographer. Although minimal, I Client, acknowledge that the Session may pose some risk of personal or psychological injury and that I voluntarily assume all risks associated with participating in this activity. I, Client, further waive and release the photographer, any insuring entity, and their directors, board members, officers, employees, volunteers, agents, assistants, representatives, or assigns, as well as any activity sponsors, from all liability arising from negligence or fault for any injury or disability that may occur as a result of my participation. I, Client, am assuming all risks on behalf of myself and any parties involved in the Session that may arise from negligence or carelessness by myself or on the part of any of the released parties, as well as from defective equipment or property owned, maintained, or controlled by them.

Waiver of Liability for Outdoor Session: I, Client, release Photographer, their staff or hired assistants, any insuring entities, and their directors, board members, officers, employees, volunteers, agents, assistants, representatives or assigns, as well as any activity sponsors from all liability arising from any injury, illness, or damage to persons or property, including pets, incurred as a result of an outdoor photography Session conducted by Photographer. I, Client, acknowledge that outdoor Sessions may be subject to sudden changes in weather conditions such as severe winds, hail, thunder, lightning, and rain. I also acknowledge that my outdoor session may involve exposure to insect bites, bee stings, and other potential hazards from Florida wildlife. I, Client, assume all risk from exposure to these elements.

Certification of Physical Fitness:

By checking this box, I, Client, certify that myself, my children, family, friends, kids, pets, co-workers, and guests are physically fit and sufficiently prepared to participate in the Session – including in the humidity and heat of the hot Florida sun. I, Client, confirm that there are no health-related reasons or problems that would prevent our participation in the Session activity – indoors or outdoors. I, Client, certify that I have not been advised of any reason that would limit our ability to participate in the Session activity.

Legal Disclaimer

In the Event of Legal Proceedings: This contract represents the entire understanding between Client and Photographer and supersedes all prior agreements. Any changes to this contract must be made in writing and initialed by all parties. In the event of legal proceedings related to this contract, such proceedings shall take place in and be subject to the laws of Lee County, Florida, United States of America. The client shall assume sole financial responsibility for all legal fees and related costs incurred by Photographer in enforcing the terms of this contract. Failure by either party to uphold or enforce a provision of this contract shall not constitute a waiver of any other provision.

By checking this box, I, Client, represent and certify I have read this entire Form, I fully understand it, and I agree to be bound by it. I represent and certify at the date and time of signing this contract my true age is at least 18 years of age.

Each party must provide the required information in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be effective as of the effective day, month and year first written above.

Client's Name: _____	Date Signed: _____	
Client's Address: _____		
City: _____	State: _____	Zip Code: _____
Phone Number: _____	Email: _____	
Client's Initials: _____		
Client's Signature: _____		

Photographer Name: _____	Date Signed: _____	
Photographer Address: _____		
City: _____	State: _____	Zip Code: _____
Phone Number: _____	Email: _____	
Photographer Initials: _____		
Photographer Signature: _____		