



# MICRO Digital Portrait Photography Contract

Sweet Monkey Photography, LLC

This contract is between \_\_\_\_\_, (hereinafter “Client”), and Sweet Monkey Photography, LLC, (hereinafter “Photographer”), effective this date: \_\_\_\_\_.

## Portrait Session Details:

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**Portrait Session:** Photographer shall provide a digital portrait photography session (hereinafter “Session”) to Client starting on **Session Date:** \_\_\_\_\_ at **Session Time:** \_\_\_\_\_ and proceeding up to **15-minutes**.

**Session Fee:** Client acknowledges the **Session fee** is **\$95** for a Session duration proceeding up to **15-minutes**. Client understands each additional 15-minutes will be billed to the Client at a rate of **\$95** per **15-minute blocks of time**.

**Session Deposit:** Client agrees to pay a **\$50 deposit fee** upon signing this contract. Client understands no reservation for their Session can be made prior to signing this contract and paying the above-mentioned deposit fee.

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

<b>Session Location:</b> _____
<b>Street Address:</b> _____
<b>City:</b> _____
<b>State:</b> _____
<b>Zip Code:</b> _____

**Independent Contractor Status:** I, Client, acknowledge this contract is not to be construed as an employment contract in any way. As such, I, Client, acknowledge the Photographer remains an independent contractor at all times.

**Model Release:** I, Client, absolutely and irrevocably authorize Photographer, as well as their legal representatives, assignees, employees, staff, assistants, and transferees to use, publish, reuse, republish, distribute, redistribute, disseminate or otherwise make publicly available for any artistic or commercial use, including advertising, publication, or illustration the images of me and my property taken during the photography session.

**Punctuality Clause:** I, Client, agree to be dressed, present, prepared and ready for my scheduled Session Time. This includes having any and all props on location at the scheduled Session time. I, Client, agree to forfeit any lost Session time due to my tardiness. I, Client, understand the Photographer's schedule includes other clients before and after my Session and will respect the requirement to be punctual.

**Editorial Authority:** I, Client, agree Photographer has full and final editorial authority over the use of the photographs and I waive any and all rights to approve or otherwise review any uses of the photographs featuring me, my image or my property provided it is done for legal purposes.

**Marketing and Advertising:** I, Client, agree the photographs of me, my image, and my property may be used by Photographer, including its assigns, employees/staff, assistants, and transferees, for any purpose, including but not limited to marketing, advertising, publicity, or other promotional purposes. I understand this may include television, social media, websites, email marketing campaigns, and all other forms of digital or print media.

**Location Permits/Fees:** I, Client, agree if I specify a Session location outside of the Photographer's control, Client agrees to acquire any permissions and permits necessary to perform a professional portrait Session at that location. If the Client fails to obtain the necessary permissions or permits, Client will forfeit their deposit. Furthermore, the Client agrees to pay any fines, fees or tickets issued to the Photographer and the Photographer's assistants/staff in the event the Client neglected to gain all necessary permissions and permits to perform a professional portrait session at the Client's specified location. This includes, but is not limited to, any parking tickets or vehicle towing fees. Under the circumstances above, The Client agrees to pay a \$50 rescheduling fee to reschedule their Session and with the proper permissions and permits in place.

**Sole Photographer:** I, Client, agree Photographer will be the sole photographer during the Session. Because of the distraction it can cause, I, Client, agree that no other cameras, including smartphones, will be used to photograph the portrait subjects during the Session.

**Out of pocket Expenses:** Client agrees to pay additional expenses that might be required of the Photographer and the Photographer's assistants/staff that exceeds \$20. This includes, but is not limited to, such things as props the Client asks Photographer to purchase, parking fees, and mileage fees outside a 25-mile radius of Photographer's office.

## Cancellations and Postponements

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**Bad Weather Postponement:** Photographer agrees if bad weather prevents the scheduled Session, Photographer will work with the Client to reschedule the Session at no additional charge. There will be no rescheduling fee charged to the Client due to bad weather.

**One-Time FREE Client Postponement:** Photographer acknowledges there is no fee to reschedule the Session one-time with at least 48-hour notice. Life happens and we aren't here to punish people. We'll work with you as much as we possibly can to reschedule your photography session with us.

**Client Postponement:** Client agrees if they postpone their scheduled Session with less than 48-hour notice before their scheduled Session Date and Session Time, Client agrees to forfeit their \$50 deposit and must pay a \$50 rescheduling fee. Client must send a written postponement notice via email to SweetMonkeyContact@comcast.net or to SweetMonkeyRich@comcast.net. It is the Client's responsibility to confirm that the Photographer has received their postponement email request by calling the Photographer at 239-299-9799.

**Multiple Client Postponements:** In the event the Client postpones their scheduled Sessions on multiple occasions, Client agrees to forfeit all fees paid to the Photographer, including their \$50 deposit and any and all \$50 rescheduling fees. I, Client, agree Photographer has total discretion at this point to terminate the working relationship with me, Client, after multiple postponements.

**Termination of Working Relationship:** After multiple Client postponements, cancellations, or no-shows, the Photographer reserves the right to terminate the working relationship with the Client. This includes Photographer refusing to reschedule future Session dates indefinitely with the Client.

**Photographer Postponement:** If the Photographer cannot attend the Session because of illness or injury, Client agrees to work with the Photographer to reschedule their Session. If rescheduling is not possible, Photographer will fully refund Client their original \$50 deposit. Photographer will apologize incessantly and feel shame.

**Client No-Show:** If Client fails to show up for their scheduled Session, Client agrees to forfeit their \$50 deposit in full. If the Client wishes to reschedule their Session, Client agrees to pay a \$50 rescheduling fee before they can reschedule their next Session. Client understands their original \$50 deposit has been forfeited, but their \$50 rescheduling fee will be credited toward their final Invoice amount.

**Client Cancellation:** I Client, understand I must send a written cancellation notice via email to SweetMonkeyContact@comcast.net or to SweetMonkeyRich@comcast.net at least 48-hours before my scheduled Session date. I, Client, acknowledge it is my responsibility to confirm that Photographer has received my cancellation email request by calling Photographer at 239-299-9799. If Client cancels Session with less than 48-hour notice before their scheduled Session Date, Client forfeits their full deposit. If Client wishes to reschedule their Session, Client agrees to pay a \$50 rescheduling fee before they can reschedule their next Session.

**Photographer Cancellation:** If Photographer cancels the Client's scheduled Session due to injury, illness, or other unforeseen circumstances with less than 48-hour notice, Photographer agrees to refund Client their original deposit and apologize incessantly and feel shame.

## Codes of Conduct

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**Cooperation and Conduct:** I, Client, understand Photographer shall not be held responsible for the behavior of any of the parties involved with the Session, except for assistants/staff hired by Photographer. Client acknowledges children and pets can be especially challenging and Photographer reserves the right to suggest rescheduling the Session if any party is uncooperative. Photographer reserves the right to cancel the Session immediately under these circumstances. In this case, in order to reschedule their Session, the Client agrees to pay a \$50 rescheduling fee.

**Disorderly Conduct:** I, Client, agree If any of the parties involved in the Session are acting disorderly, intoxicated, belligerent, verbally or physically threatening, or making sexually suggestive comments toward any of the other parties involved in the Session, or to the Photographer and the Photographer's assistants/staff, the Photographer reserves the right to cancel the Session immediately. Client acknowledges under this circumstance the Client forfeits their \$50 deposit in full. Photographer will not send any pictures taken to the Client up to the point of the Session being canceled. I, Client, agree to pay a \$50 rescheduling fee to reschedule my Session. Under any of the above circumstances, In the event the Client decides not decide to reschedule their Session, Client waives their right to a refund of their original \$50 deposit. No refunds of deposits will be given for disorderly conduct.

## Photographer Copyright & Client Usage

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**Photographer Copyright:** I, Client, agree all images captured of me, my image, and my property during the Session are copyrighted and are the property of Photographer. I, Client, grant Photographer an unlimited right to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute the photographs of me, my image, and my property in any manner or media now existing or hereafter developed, in perpetuity, throughout the world provided it is done for lawful purposes.

**Limited Client Copyright Release:** Photographer agrees to grant Client rights to use images produced during the Client's Session with a non-exclusive, limited, perpetual license. This license allows Client to display, upload, email, and share the images. The Client can print the images for personal use. Client acknowledges a credit line which reads, "Sweet Monkey Photography, LLC" in a font of similar size to related text must appear adjacent to or within the image when shared digitally online, or on any Social Media platforms.

**Client License Limitations:** I, Client, agree this license does not allow me to sell or edit any images produced by Photographer. The 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.

**Fictitious Names:** I, Client, agree Photographer shall specifically be permitted to use fictitious names in conjunction with the images of me, my image, and my property for marketing and advertising purposes.

**Monetization:** I, Client, hereby waive all rights to intellectual property ownership and monetization of any version of the photographs taken of me, my image, and my property by Photographer.

**Compensation:** I, Client, hereby waive my right to any royalty or any other compensation with regard to the usage of the photos referred to in this Form. I, Client, also acknowledge that I am not expecting to receive compensation for participating in the Session today, or for any future use of the photographs taken of me, my image, or my property by Photographer.

## Deliverables

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**Deliverables and Final Invoice Payment:** I, Client, understand Photographer will not release final images to me until I make full payment of my final invoice.

**Deposit Credited Toward Final Invoice Amount:** Photographer acknowledges the Client's deposit will be credited toward the Client's final invoice amount.

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

**Additional Post-Processing Time:** I, Client, acknowledge Photographer may request additional time beyond 14-calendar days to complete required post-processing work of my Session images. Photographer agrees to communicate any such requests for extra post-processing time to the Client via email.

**Image Review and Selection Process Waiver:** I, Client, waive all rights to any involvement in the analysis, review and selection process of determining which images will be my final images from my 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, acknowledge the number of final images delivered to me will not contain all the images captured during the Session. I, Client, acknowledge I have no expectation as to the number of final images I should expect to receive from Photographer. I, Client, agree Photographer has full discretion, as the expert, to analyze, review, and select the number of the best final images which will be post-processed and delivered to me.

**Final Images Delivery Process:** Photographer will email a link to a password-protected cloud-storage photo gallery for the Client to download their final retouched images.

**Session Proofs:** I, Client, understand Photographer will never release the negatives or digital raw files of the images taken during the Session to any parties, including to me, Client.

**Retouching Fees:** Photographer agrees to provide light retouching services to all final images. This includes color correction and removal of light blemishes. Client may request additional retouching services; however, Photographer reserves the right to charge additional fees for time-consuming requests such as removing objects, changing backgrounds, or changing body shape. The Client acknowledges the Photographer charges a rate of \$25 per photograph for time-consuming retouch requests.

**5-Day Reshoot Policy:** Photographer agrees to reschedule one free Session (hereinafter “Reshoot”) at no charge if Client is dissatisfied with the results of their original Session. If Client is dissatisfied with the results of their original Session, Client must notify Photographer they are dissatisfied within 5-days from the date of receiving the email with the link to their final delivered images. Client understands, that after more than 5-days from the date of receiving the email with their link to their final delivered images from their original Session, and they have not requested a Reshoot, Client forfeits all rights and claims to a free Reshoot of their original Session. Client understands they must send a written Reshoot request via email to SweetMonkeyContact@comcast.net or to SweetMonkeyRich@comcast.net. It is the Client’s responsibility to confirm that the Photographer has received their Reshoot request email by calling the Photographer at 239-299-9799. If Client is dissatisfied with the results of the free rescheduled Reshoot Session, Photographer will refund Client their deposit and all money paid to Photographer. Client understands at this point they will not retain any images. The Photographer will retain all rights to the Images from the original Session, as well as the Reshoot Session, as set forth in this contract.

## Limitation of Liability

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**Liability:** I, Client, completely release and discharge Photographer from any and all demands or claims that may arise out of, or otherwise be connected with, the use of the photographs featuring me, my image, or my property, including, without limitation, and any and all claims for the violation of a right of publicity, a right of privacy, or libel. This authorization and release shall inure to the benefit of the legal representatives, licensees, heirs and assignees of Photographer and shall also be binding upon me, my heirs, assignees, and legal representatives.

**Accident Waiver and Release of Liability:** I, Client understand that I assume all risk of any physical or psychological injury that may occur during the Session. Without signing this form, I understand I will not be able to participate in the Session with Photographer. Although minimal, I acknowledge the above Session may pose some risk of personal or psychological injury and that I undertake and assume all the risk associated with voluntarily engaging in this Session activity. I, Client, further waive and release Photographer, any insuring entity of the above, and their directors, board members, officers, employees, volunteers, agents, assistants, representatives, or assigns, as well as any activity sponsors, from any and all liability, including, but not limited to, liability arising from negligence or fault of the entities or persons for any injury or disability which may occur as a result of my participation in the above activity. I am assuming all risks on behalf of myself, Client, that may

arise from negligence or carelessness by myself or on the part of any of the persons or entities being released, as well as from defective equipment, real property or personal property that is owned, maintained or controlled by the above persons.

BY CHECKING THIS BOX, I, CLIENT, CERTIFY THAT MYSELF, CHILDREN, FRIENDS, FAMILY MEMBERS AND GUESTS ARE PHYSICALLY FIT AND SUFFICIENTLY PREPARED FOR PARTICIPATION IN THE SESSION AND THAT THERE ARE NO HEALTH-RELATED REASONS OR PROBLEMS WHICH WOULD PRECLUDE THE PARTICIPATION OF MYSELF, CHILDREN, FRIENDS, FAMILY MEMBERS, AND GUESTS IN THE ACTIVITY. I HAVE NOT BEEN ADVISED OF ANY REASON WHICH WOULD LIMIT MYSELF, CHILDREN, FRIENDS, FAMILY MEMBERS, AND GUESTS IN PARTICIPATING IN THE ACTIVITY.

**In the Event of Legal Proceedings:** This contract contains the entire understanding between Client and Photographer. This contract supersedes all prior contracts between the parties. All changes to this contract must be done in writing and initialed by all parties.

If there are actions or disputes that result in legal proceedings related to this contract, such proceedings shall take place in and be subject to the laws of Lee County, Florida, United State of America. Client shall assume sole financial responsibility for all legal fees and related costs incurred by the Photographer in enforcing the terms of this contract. Any failure by one or both parties to uphold or enforce a provision of this contract shall not constitute a waiver of any other provision of this contract.

**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:	_____		