

This contract between Sara Combs Photography (hereafter “Photographer”) and Client governs the assignment of photographing their portrait session and constitutes the entire agreement between the parties concerning the assignment. Any amendments to this agreement shall be made and agreed in writing. This Agreement may be executed in one or more counterparts, including electronic versions, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

Photographs shall be made in digital format and shall be of a style and quality generally similar to photographs visible on Photographer's portfolio website. Final images shall be adjusted for correction of color and exposure, with no more precise adjustments or retouching, though Photographer may choose to do some as deemed necessary. The number of final images selected by Client shall depend on which package of services Client has selected. If the package of services selected by Client is to include retouching, then Photographer shall provide images that are retouched as per discussion and written agreement with Client. Precise adjustments and/or retouching of additional images do not fall under the scope of this Agreement, and shall be made under separate agreement. Final images will be delivered in the JPEG file format in accordance with industry standards

FEES:

1) Client agrees to pay photographer a deposit at the time of booking to secure their appointment date and time. This is a non-refundable retainer fee that goes toward your session. The remaining balance is due at the time of the session. The portrait fee covers the time and talent of photographer, basic retouching and creative editing of images, as determined by the photographer, and a gallery of images to be downloaded by client. Additional editing is available at additional expense to be determined by photographer. Additional prints or digital images may be available for purchase.

2) Location Costs and Fees * If there are any costs/fees associated with the location the client has chosen for their session, you, the client, will be responsible for those fees. Creative fee covers travel within 20 miles of photographer's home. Any location outside of these limits will be subject to an additional travel fee.

If client has ordered prints, disks, or products, payment for these will be due as part of this final payment. No final versions of images in any format, physical or digital, will be released to Client until payment has been received in full.

PAYMENT: Payments can be made with cash, or paypal. Final payment may also be made in person with certified check. All payments are due in full unless payment arrangements have been made. Images will not be processed and/or prints will not be ordered until payment in full is received.

DELIVERABLES: In keeping with the Assignment as described above, images provided to Client shall be usable and in accord with Photographer's artistic vision, taste, judgment, and style. Photographer shall be solely responsible for determining whether an image is usable, and for all creative decisions. "Usable" shall mean images are sufficiently in focus such that the primary subject of the photograph is sharp enough that the picture can print well up to 5x7 inches in size, flesh tones are rendered in a believable manner, and the images are exposed such that there is a range of believable tones from dark to light. Client agrees that Photographer is hired for his artistic talent, creativity, taste, experience, and judgment, and Photographer may deliver images produced using techniques such as selective focus, tilting, cropping, toning, vignetting, high contrast, low contrast, black and white, etc., and these shall also be considered usable. Images produced under this Agreement that are deemed by Photographer to be unusable shall not be provided to Client. Any precise adjustments and/or retouching as described in the Assignment above or in the description of services shall likewise be usable and in keeping with Photographer's artistic vision, taste, judgment, and style. "Retouching" shall mean changes to images such as the removal of a distracting element from a picture, minor slimming of bodies shown in images where possible, removal or minimization of minor blemishes in skin, teeth, or garments, and similar modifications. Client agrees that retouching of any kind is a highly subtle, subjective and artistic endeavor, and as such may require significant communication with Photographer and multiple revisions, and can require a substantial amount of time to complete. On average, I will have your electronic photos uploaded to our site within 3 weeks of your portrait session date unless otherwise noted. Any albums or prints will take an additional amount of time which will be discussed on an as needed basis.

CANCELLATION: The deposit fee is non-refundable, regardless of circumstance. If this contract is cancelled at any time before the session by the Photographer, any amount other than the deposit shall be refunded to the Client, with the exception of any expenses incurred in the production of the assignment, which shall not be refunded to the Client. Photographer reserves the right to cancel this contract at any time, particularly if the scope of work required to complete the assignment changes substantially.

POSTPONEMENT: If an illness or situation prevents a photo session from taking place, client may reschedule their session without penalty. Should client decide to completely cancel the shoot, this session fee is forfeited and will not be refunded. Photographer reserves the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control.

RESHOOTS/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. The retainer is not refundable. The session fee is not refundable once images have been downloaded. Print fees are not refundable once proof has been approved and prints ordered.

ARCHIVE OF SESSION IMAGES After 6 (six) months, 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.

COPYRIGHT Sara Combs Photography retains all copyrights to all images created during client's session. A print release is included with digital files to print portraits for personal use. 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 Sara Combs Photography during client's photo session. Digital images and prints purchased from photographers can only be used for personal use and not for commercial, political, or any for-profit uses. A separate commercial release can be purchased if the images need to be used for anything other than personal use. Sharing on personal social

media pages, web pages, or blogs is allowable but credit and link back to www.saracombsphotography.com is required.

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.

INDEMNIFICATION: Clients hereby indemnify and hold Photographer, his heirs, legal representatives, assigns, and all persons acting under his permission or authority or those for whom he is acting harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Clients' use of Photographer's Work.

DISCLAIMER: While Photographer will take reasonable precautions, there are occasions when a problem may arise, due to the sometimes unpredictable nature of assignment photography. Photographer shall take reasonable steps to complete Assignment satisfactorily and in keeping with the spirit of this Agreement. In no circumstance shall Photographer be liable for any amount that is greater than the sum of the contract, all expenses incurred in the production of the assignment, and any additional fees received by Photographer.

Artistic Style: On its own behalf, and on behalf of the subject: Client acknowledges that it is familiar with the Photographer's portfolio and is requesting Services with knowledge of the Photographer's style; that Photographer's work is constantly evolving; that Photographer's services are of unique and artistic nature; that the photos may be different from photographs taken by the Photographer in the past; and that in creating the photos, the Photographer shall use his personal artistic judgment to create images consistent with his personal vision of the Event, which vision may be different from the Client's and/or the Subject's vision of the event. Accordingly, Client acknowledges that the Photos shall not be subject to rejection on the basis of taste or aesthetic criteria.

RELEASE: On behalf of all attendees of the event, Clients hereby grant the following rights and permissions to Photographer, his legal representatives and assigns, those for whom Photographer is acting, and those acting with his authority and permission. Photographer has the absolute right and permission to take, use, reuse, publish, and republish photographic

portraits or pictures of those photographed, including any minors, or in which any minor may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with the adult's or minor's own or a fictitious name, or reproductions of such photographs in color or otherwise, made through any medium at Photographer's studios or elsewhere, and in any and all media now or hereafter known, including the Internet, for art, advertising, trade, or any other purpose whatsoever. Clients also consent to the use of any published matter in conjunction with such photographs. Clients specifically consent to the digital compositing or distortion of the portraits or pictures, including without restriction any changes or alterations as to color, size, shape, perspective, context, foreground or background. Clients waive any rights they may have to inspect or approve any finished product or products or the advertising copy or printed matter that may be used in connection with such photographs or the uses to which it may be applied. Clients understand that the images of those photographed, including any minors, may be used in print or on the Internet. Clients nevertheless consent to this use. Clients release, discharge, and agree to hold harmless and defend Photographer, his legal representatives or assigns, and all persons acting under his permission or authority or those for whom he is acting, from any liability by virtue of any reason in connection with the making and use of such photographs, including blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy. Clients hereby warrant that they are legal and competent adults and have legal authority to make such an agreement on behalf of any minor present at the wedding. Clients state further that they have read the above authorization, release, and agreement, prior to its execution, and that they are fully familiar with the contents of it. This release shall be binding upon the Clients, and Clients' respective heirs, legal representatives, and assigns.

All terms are hereby agreed upon by both parties, including amendments.
I agree to the terms and conditions of this contract.