



KRISTA ZICCARELLI
PHOTOGRAPHY

photosbykrista.com • 262-324-1012
8528 94th Ave • Pleasant Prairie, WI 53158



Client Name: _____ Email: _____

Phone Number: _____ Address: _____ State _____ Zip _____

Session Date: ____/____/____ Session Type / Location: _____

Print Packages and products can be ordered via www.photosbykrista.com Print and album credits expire 90 days from the session date and prices are subject to change without client notice. Once images are downloaded – Client takes ownership.

Entire Agreement: This agreement contains the entire understanding between Krista Zicarelli Photography and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have the waiver in writing.

CLIENT: The deemed client of the session is the individual in contact with KZP, the signer of contract. No additional family member had client rights in session – all communication and client rights remain with the individual named in this agreement. Individuals under the age of 18 must have a guardian or parent listed as the {client} and signer of this agreement.

Reservation: A signed contract and the reservation fee are required to reserve the specified coverage.

Cooperation: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for the photographs. Krista Zicarelli Photography is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Krista Zicarelli Photography beforehand. Example: Surprises during Session (proposals), Family members not smiling.

Copyrights: The photographs produced by Krista Zicarelli Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Krista Zicarelli Photography explicit written permission. It is a breach of this agreement to not only reproduce the images, but to display them on social networking sites (Facebook.com, Instagram, Pinterest etc.). If displayed on social networking sites, photos must say “photos by Krista Zicarelli Photography” somewhere visible on the photo or on the information tab below each single photo. If client purchases, digital downloads, once you download the images you will be ineligible for a refund. Upon CD/DVD distribution or images purchased off your online web gallery, limited Printing rights of ownership of the resulting images will be transferred to the CLIENT under the following conditions: The photographic images are the property of the CLIENT for personal use and for the purpose of the reproduction and giving of photographs to friends and relatives. The CLIENT must obtain written permission from and compensate Krista Zicarelli Photography prior to the CLIENT or the client’s friends and relatives publishing or selling the photographs for profit.

Exhibition: CLIENT grants Krista Zicarelli Photography permission to display images resulting from this session as an example of Krista Zicarelli Photography work to be used as marketing material, training material or use on social media sites (facebook, instagram, pinterest... etc.) Or for entrance into photographic competitions and release all claims to profits that may arise from use of images. If client’s photo is requested by client to be used in any print or online publication, they will discuss this with Krista Zicarelli Photography. Krista Zicarelli Photography grants client limited rights to use the images in marketing materials with specifications that photos by Krista Zicarelli Photography is listed on the image/article. If client requests to use the image in the distribution of products such as but are not limited to posters, clothing, etc. a 5% compensation rate of the total number of sales will apply unless otherwise agreed upon in writing.

Model Release: The CLIENT hereby grants Krista Zicarelli Photography and its legal representatives and assigns, 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 and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases Krista Zicarelli Photography and its legal representatives and assigns from all claims and liability relation to said photographs.

Limit of Liability: In the unlikely event that the photographer is injured or becomes too ill to photograph the event, Krista Zicarelli Photography will make every effort to reschedule the session for a later date – In the event that the session is a time sensitive session and unable to be rescheduled an attempt to secure a replacement photographer would occur but is not gaurenteed. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the Session. Krista Zicarelli Photography takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Krista Zicarelli Photography's control, Krista Zicarelli Photography liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

Weather Policy: In the event of weather conditions that is out of our control: If the client has been contacted and advised to reschedule due to the photographer's concerns about weather, and the client still proceeds with the session and it rains, limiting the time and or photos that were able to be taken, the client will be charged for an additional session at the photographer's hourly rate to reschedule or shoot additional photos. Due to photography equipment, it is up to the photographer's discretion if bad weather persists to cancel the session, during the session. Temperatures are not eligible for client cancelation. If the client has been contacted and advised to reschedule due to the photographer's concerns about weather, and the client decides to go ahead and reschedule, the client will not be charged to do so. The client will then be put on first alert for their session and able to have their session even on non-session days. If the Photographer is okay to shoot- and the client cancels due to weather- retainer is then lost (example: Bad hair day due to humidity, booking a outdoor session during late fall/winter months- temperatures)

Props: The client is responsible for bringing any props that they would like in their photos. In the event that the client has forgot a prop for the session and wants photos with that prop, the client will be charged for an additional session at the photographer's hourly rate to reschedule or shoot additional photos. Photographer is not responsible for client clothing –(if dresses are to short or clients come in unexpected clothing/Shoes.)

Appearance: In the event that the client would like additional photos due to appearance out of our control (hair/makeup, etc.) in the previous session, the client will be charged for an additional session at the photographer's hourly rate to reschedule or shoot additional photos.

Locations: If you have more than one location for your session, the travel time going from destination 1 to destination 2 and so forth does count towards the total amount of the session time.

Location Access and Fees: If the client wants to do a session at a location that charges for access, the client will be responsible to cover fees associated with shooting there, and all parking fees. They are also responsible for organizing the access and any permits related to doing so. Photographer is not responsible for condition or coloring of any location.

Additional Family Members: In the event that the client wants to add additional family members in their Shoot (price includes up to 6 people) (i.e. inlaws, cousins, parents), they will be charged \$35.00 per person to add them into the session, instead of the full amount for a family session. This policy includes pets. There will be no additional fee for 2 pets. There will be a charge for any additional pets.

Outfits: Although there are no additional fees for additional outfits, the amount of time it takes to change into those outfits does count towards the total amount of the session time.

Tardiness: In the event that the client is late to the appointment set, the client's session will still be for the same scheduled ending time.

Completion Schedule: Editing creation takes approximately two-four weeks, but may take longer.

I have read and understand the terms and conditions of this contract.

Signature: _____ Date: ____/____/____

I, Krista Zicarelli Photography, have read and understand the terms and conditions of this contract.

Signature: _____ Date: ____/____/____