



Session Photography Contract

Farmer's Market Minis

CLIENT FULL NAME: *See Contact Form*

SESSION DATE: *See Contact Form*

SESSION LOCATION: Roanoke City Hall, 500 S. Oak Street, Roanoke, Texas 76262

PACKAGE PRICE: Free - \$0

This agreement is made between the Client, whose name and contact information are listed above, and Sarah Faith, DBA Sarah Faith Photography (to be referred to as Sarah Faith Photography for the remainder of this contract). Coverage is scheduled for a Farmer's Market Mini Session. All photographs will be shot in digital format. Digital photos will be made available on an online gallery available for download. The online gallery will be ready within **72 hours**.

Fees:

The fee for coverage of the Farmer's Market Mini Session is \$0. This **includes 5-10 minutes, one location, one outfit, at least one image via online photo gallery (image will be discretely watermarked with the Sarah Faith Photography logo), digital processing of the camera RAW files, all density and color corrected high-resolution images in JPEG format, and printing rights.**

1. Retainer and Payment. There is no deposit or payment required for this session.
2. Rescheduling/Late Arrivals. If Client is not present when it is their turn for their session, the Client will be skipped & need to sign-up for the mini session again. This is a first come, first serve session – operating from 8:00am-10:30am. If the client is not present during these times on the designated session day, their session will be forfeited.
3. Artistic Rights. The Photographer retains the right of discretion in selecting the photographic materials released to the client.
4. Photographic Materials. All photographic materials, including but not limited to, negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. When the

online gallery is delivered, it shall remain open for 365 days from delivery date. Be advised that RAW files may be destroyed at any time after the online gallery has closed.

5. Copyright and Reproductions. The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions for, including but not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display within or on the Photographer's website and/or studio. If the Photographer desires to make other uses, the photographer shall not do so without first obtaining the written permission of the Client. **It is understood that any duplication or alteration of original images is strictly prohibited** {Copyright Law Title 17, Appendix V. Additional Provisions of the Digital Millennium Copyright Act 2005, Section 102} **without the written permission of the Photographer.**

6. Client's Usage. The Client shall only use the given prints, including digital files, in accordance with the permissions within this agreement. The Client's prints are for personal use only and shall not be submitted to contests, reproduced for commercial use, or authorize any reproductions by parties other than the Photographer. The Client must act in accordance with this release.

7. Social Media. The Client may share blog post links, Instagram posts, and Facebook albums through use of the share functions and dissemination of direct links, or in any other fashion the Photographer provides. Client shall not copy, screenshot, or capture the photographs in any other fashion (ex. saving or screenshotting on Facebook/Instagram). **The client must credit/tag Sarah Faith Photography in any posts or shares of their own (@sarahfaithphoto on Instagram and @sarahfaithphoto on Facebook).**

8. Sole Photographer. It is understood that Sarah Faith Photography will act as the sole and exclusive photographer. Sarah Faith Photography reserves the right to bring one assistant at their discretion.

9. Failure to Perform. If the Photographer is unable to perform this agreement due to illness, emergency, fire, casualty, strike, unsafe environment, threat, act of God or causes beyond the control of the Photographer, the Photographer will not be held liable for missing scheduled session coverage. The Photographer will arrive at the session to the best of their abilities. If coverage and photographic services cannot be fulfilled by Sarah Faith, or a replacement chosen at the discretion of the Photographer, Photographer shall return the retainer to the client and shall have no further liability. Further, if the Photographer is unable to deliver photographic materials due to technological malfunctions, including but not limited to, camera and processing, or otherwise lost or damaged without fault of the Photographer, liability shall be limited. The limit of liability shall not exceed the contract price stated herein. Sarah Faith Photography will not be held responsible for any ruined photographs due to any cause in or outside Sarah Faith Photography's control.

10. Substitute Photographer. The Photographer reserves the right to substitute with another photographer in the case of failure to perform as stated above. The substitute photographer is chosen

at the discretion of the Photographer and does not constitute a breach of this agreement. The Photographer warrants the substitute photographer to be of comparable quality and professionalism.

11. Photographer's Standard Price List. The charges in this agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically, and future orders shall be charged at the prices in effect at the time when the order is placed.

12. Indemnification. The photographer shall be held harmless for any and all injury to the client(s) during the course of the photography session and the immediately surrounding events.

13. Miscellany. This agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.

To confirm your booking and acknowledge acceptance of this contract, please check the "Mini-Session Contract" box on the Farmer's Market Minis // Sign-Up form on the sarahfaithphotography.com website. It is recommended you print a copy of this agreement for your records.

Sarah Faith, DBA Sarah Faith Photography

Sarah Faith

Roanoke, Texas 76262

(815) 353-5406

CLIENT SIGNATURE: _____

Sarah Faith, DBA Sarah Faith Photography: _____