



This Agreement is made effective for all purposes in all respects as of current date by and between Lansing Photography Inc hereinafter referred to as "the COMPANY" and (you), hereinafter referred to as "The CLIENT" relating to the Session(s) or Events detailed below, hereinafter referred to as the "SESSION(S)".

**ENTIRE AGREEMENT:** This agreement contains the entire understanding between the COMPANY 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 parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

**RESERVATION:** A signed contract and reservation fee are required to reserve the dates and times of the SESSION(S). If the SESSION(S) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the CLIENT, the reservation fee is non-refundable and shall be liquidated damages to The COMPANY, and not as penalty. The CLIENT shall also be responsible for payment for any of the COMPANY's materials charges incurred up to time of cancellation.

**SESSION SCHEDULE and CANCELLATION:** The client agrees to confirm the schedule one-week prior to the SESSION(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY by the CLIENT. To reserve the Session Date, CLIENT shall pay to COMPANY, upon execution of this Agreement, a non-refundable reservation fee in the amount of 50% of Session or Event Package and 100% of Mini session package. CLIENT understands and agrees that the COMPANY will not book other sessions during this time. In the event that CLIENT cancels the event or portrait session or fails to attend on the Session Date, for any reason, COMPANY shall suffer losses that are difficult to ascertain. As such, CLIENT agrees that, in the event of cancelation by CLIENT, such 50% shall be forfeited by CLIENT and paid to COMPANY as liquidated damages and not as a penalty. CLIENT and COMPANY agree that such amount is reasonable. 48 hour notice is required for sessions, one week is required for events. One reschedule within 30 days will be made at the discretion and availability of the COMPANY when proper notice as outlined above is given; after that a new reservation fee is required. No-shows and late arrival in excess of 10 minutes will not be rescheduled and all monies are forfeit by the CLIENT. The COMPANY reserves the right to reschedule for weather, illness or other emergency and efforts to reschedule will be made.

**SAFETY:** The COMPANY reserves to right to terminate coverage and leave the location of the SESSION(S) if the photographer from the COMPANY experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the SESSION(S); or in the event that the safety of the photographer from the COMPANY is in question. The COMPANY then shall determine if any images are to be delivered, and is not liable to refund, reshoot, or deliver under these circumstances.

**SHOOTING TIME / ADDITIONS:** The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the SESSION(S), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT at the greater of \$225 per hour or the contracted rate.

**EXPENSES INCURRED:** When applicable, the CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by the CLIENT. For an event of 3 hours or longer a meal and break must be provided.

**TRAVEL EXPENSES:** All travel expenses are based on the distance between the SESSION location(s) and the COMPANY studio address. For all SESSION(S), the first 30 miles roundtrip of travel are included. All miles in excess of 30 miles roundtrip are charged at \$0.85 per mile.

**RESPONSIBILITIES:** The COMPANY is not responsible for compromised coverage due to causes beyond the control of the COMPANY including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, rendering of decorations, or restrictions of the locations. The COMPANY is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. The COMPANY is not held liable for missed coverage of any part of the SESSION(S). The COMPANY will not be held accountable for failure to deliver images of any individuals or any objects at the SESSION(S). Un-plugged Events are recommended.

**VENUE AND LOCATION LIMITATIONS:** The COMPANY is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the COMPANY will offer technical recommendations only.

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[Facebook.com/LansingPhotography](https://Facebook.com/LansingPhotography)

**OTHER SERVICES:** All hair, makeup, food (including cake smash cakes, treats and snacks) and services are separate services and the COMPANY is not responsible for any relationships, damage, allergies, or liability as such.

**PERMITS:** The CLIENT is responsible for acquiring and expense of all permits and necessary permission for all locations on which the COMPANY will be performing services.

**FILM and COPYRIGHTS:** The photographs produced by the COMPANY are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the COMPANY's explicitly written permission. If the CLIENT has purchased an "Image DVD" or download from the COMPANY, upon final payment by the CLIENT, limited copyright ownership of the resulting images will be transferred to the CLIENT. If the CLIENT has purchased an "Image DVD" or download from the COMPANY, the COMPANY grants the CLIENT permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to the COMPANY. The CLIENT must obtain written permission from the COMPANY prior to publishing or selling the photographs.

**MODEL RELEASE:** The CLIENT hereby assigns the COMPANY 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, educational and any other purpose and in any manner and medium including but not limited to social media, prints ads and other advertising; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images.

**LIMIT OF LIABILITY:** In the unlikely event that the assigned photographer from the COMPANY is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the COMPANY, the COMPANY will make every effort to secure a replacement. 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(S).

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the COMPANY's control before being delivered to the CLIENT, including but not limited to camera, hard drive, or equipment malfunction, the COMPANY liability is limited to the return of all payments received for the SESSION(S). 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. The COMPANY is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or sixty days.

**CAPTURE AND DELIVERY:** The COMPANY is not liable to deliver every image taken at the Session(s). The determination of images delivered to the CLIENT is left to the discretion of the COMPANY. Purchased images are stored by the COMPANY for 60 days and then purged from the system. It is the CLIENT's responsibility to download/backup/store images provided.

**POST PRODUCTION AND EDITING:** The final post production and editing styles, effects, and overall look of the images are left to the discretion of the COMPANY. Raw files are never available for viewing or purchase. The final product is delivered in the style and tastes of the COMPANY as seen in displayed portfolio offerings. The COMPANY is not responsible to edit wardrobe/ hair malfunctions or remorse, skin or hair flaws or other of the like unless previously agreed. Newborn skin will be retouched.

**PAYMENT SCHEDULE:** Mini sessions are due in FULL at the time of contract because of the discounted pricing. Other packages: The aforementioned 50% non-refundable reservation fee is due at the time of signing of agreement. The remaining balance is payable in full prior to or the day of the SESSION(S) as previously agreed. In the event the CLIENT fails to remit payment as specified, the COMPANY shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the SESSION(S). Returned checks will be assessed a \$50 non-sufficient funds fee.

**PRICING:** Services or merchandise not included in this contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise or services purchased from the COMPANY.

**I have read and understood the terms above. I hereby agree to the terms of this agreement and am bound to the terms of this contract regardless if I sign and return the document. Utilizing the COMPANY's services means I have read and am in agreement with and bound by these contract terms & constitutes as such regardless if signature is provided**

**PLEASE CLICK THE LINK BELOW TO SIGN ELECTRONICALLY THAT YOU AGREE AND UNDERSTAND THE TERMS OUTLINED ABOVE**

<SIGN ONLINE: <http://annlansingphotography.com/contract.html>>

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