**Photography Contract**

**Terms of agreement**

Upon your signature, Photographer will reserve the time and date agreed upon, and will not make other reservations for that time and date.

Client must be at least 18 years old and have the capacity to enter into a legally binding contract.

Amber Photography is an independent contractor and not an employee of the client(s).

It is recommended that the client develop a list of desired poses and share this with the photographer well before the session. The photographer will NOT be held accountable for not capturing desired photographs if they specifications are not made known. The photographer is not responsible for key individuals’ failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to the photographer.

The photographer warrants and declares that every effort will be made to provide high quality photographic services. In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to cancel a session. The photographer will take the utmost care with respect to exposure, transportation and photographs; including using professional grade equipment. However, in the unlikely event of the client’s photographs being lost, stolen or destroyed for reasons within or beyond the photographer control, the photographer’s liability is limited to the return of all payments received for the session. The limit of liability shall not exceed the contract price stated herein. The photographer will not be held responsible for ruined photographs due to a cause outside of the photographer’s control. Although every possible care will be taken the photographer cannot place an unconditional guarantee on the above.

2 week’s notice must be given in the event a session is going to be cancelled on the client’s behalf.

Any and all photographs taken during the event may be used by the photographer for portfolio, advertisement, or promotional material. This includes the use of images on the photographer’s website. The photographer has printing rights to all photographs taken during the event.

Boudoir and Pin-up sessions are the only exception to this. These images will be kept private and will not be share with anyone other than the subject of the images. These images will not be used for promotional material or shred on the website other than in the Password Protected Gallery. The purpose of the gallery is for viewing and ordering of images by the subject of the images. Copies of the images will not be kept on the photographer’s computer, camera, or memory card. Once images are ordered and they are removed from the password protected gallery, the sole copies are in the possession of the client.

The client has printing rights to all photographs taken during the event.

**Client Information**

Name:

Address:

Phone Number:

Email:

Date of session:

Description of session:

Length of session:

Session Fee:

Amount Paid:

Balance:

Additional notes:

This contract has been freely negotiated and shall be recognized as the entirety of

the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by the client(s) and the photographer shall be recognized as amendments to this contract.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signature of Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amber Photography

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