

Session Booking & Agreement Contract

EASY WAYS TO FILL THIS OUT:

- ADOBE ACROBAT
- FORMSWIFT.COM - MAKE A FREE ACCOUNT
- PRINT OUT, FILL IN, AND SCAN FORM

Parties Included:

Jared Spackman: Photographer

Client name: _____

Session Booking:

Date: _____ Time: _____ to: _____

Location: _____

Address: _____

Fees:

The pricing of the project requested by (client) has been included in the "Jared Spackman Photography Getting Started Guide" and (client) understands and accepts prices set by Jared Spackman Photography in the "Jared Spackman Photography Getting Started Guide". Client understands that retainers are non-refundable unless scheduled photoshoot cannot be rescheduled within one month's time. Some examples of events that are not considered to be re-scheduled due to complexity of planning or unchangeable occurrence: Wedding, Birthday, Maternity shoots.

Session Expectations:

Jared Spackman Photography will encourage client to pose for photos. (Client) will also be able to create their own desired poses for photos. Jared Spackman Photography will dedicate the scheduled shoot to acquiring photos of the client(s) in pursuit of maximum photo quality and quantity. (Client) understands a specific amount of photos is not required for the shoot due to a requirement such as that having an ambiguous nature. Jared Spackman Photography and (client) will work to achieve as many of the photo composition requests of the (client) as possible during session timeslot. Jared Spackman Photography will provide client with posing ideas for person(s) or products being captured. (Client) is welcome to work with suggested poses/compositions or interact with their environment impromptu to create photo opportunities. For property liability purposes, Jared Spackman Photography only utilizes the photography equipment owned by Jared Spackman to execute photoshoot sessions.

Permits:

Any permits needed (if applicable) for desired photoshoot location are provided to Jared Spackman Photography by way of mail or email prior to the photoshoot date by (client) for the client and photographer to execute the photoshoot on the scheduled photoshoot date.

Deliverables:

Jared Spackman Photography will provide a photoshoot session with guaranteed high-resolution (240DPI or greater) images to the client after the photoshoot and time afterwards designated for Jared Spackman Photography for image post production and editing, as specified in the "Jared Spackman Photography Getting Started Guide".

Copyright:

Jared Spackman and Jared Spackman Photography reserve the copyright to both captured and finalized photos delivered to the client. Photo services of any kind may not be sold for profit by the client without the explicit documented permission of Jared Spackman Photography.



Releases:

Jared Spackman and Jared Spackman Photography reserve the right to promote finalized photos as portfolio work and to market Jared Spackman Photography services. These promotions may appear on social media, web, digital or printed Jared Spackman Photography materials. Client may request that certain photos are not utilized for promotion. Jared Spackman reserves the right to charge a marketing fee of 40% in addition to the final cost of the service should the (client) seek to not grant Jared Spackman and Jared Spackman Photography these photo release permissions. (Client) is also able to seek the option to not grant Jared Spackman and Jared Spackman Photography these photo release permissions and instead accept an additional 20% marketing fee and Jared Spackman Photography logo included alongside the edge of each finalized photo.

Usage and Ownership Rights:

(Client) will have ownership, with the exception of copyrights, of final photos that Jared Spackman Photography Sends via email after client does the following:

- pays for the completed photoshoot session in full and Jared Spackman Photography confirms payment was received
- downloads files to their preferred native device (phone, computer, tablet, etc) by way of Dropbox or Google Drive album

(Client) does not own the Dropbox file that is shared to deliver final photos to them and should not anticipate photos to remain in file for more than one week. (Client) is welcomed and encouraged to print out, share online or offline, and distribute free copies (image files) of the final photography. Personal or product promotion with these photos is acceptable. Preview images sent to the client for review are not property owned by the client, and should not be distributed publicly for any reason.

Post Production, Photo Editing, and Reviewing:

(Client) has read and understood these details as specified in the "Jared Spackman Photography Getting Started Guide"

Payment Terms:

Retainers must be paid to book and secure a session. All payments must be made by cash, check, Venmo, Paypal, or Facebook Pay. Final payment is due no later than one month from the invoice issue date above. Checks must be made out to Jared Spackman. Payments made past the due date will be subject to a 5% fee of the total original cost, per day late.

Venmo: @jaredspackman Paypal: jspack97@gmail.com Facebook Pay: Jared Spackman

Limitation of Liability:

Jared Spackman and Jared Spackman Photography are not liable for the loss of any images one week after the Dropbox or Google Drive image library access is provided to the client, as they should be downloaded natively to their own device(s). Should the client lose access to the image library after one week, they may request renewed access to the online image library, though access is not guaranteed.

Cancellation:

Either party reserves the right to cancel the photo session and delivery of images to the (client). The remaining payment for final images is not expected in this case. Cancellations with refundable retainers can occur because of an medical emergency, interruptive weather, act of discrimination, segregation, physical/verbal abuse, or in the event of a natural distaster.

Session Booking and Agreement

I, (print full name), _____ understand and agree to these conditions.

Signature _____ Date: _____
MUST BE DIGITAL DRAWING OR PEN SIGNATURE, DO NOT TYPE

DIGITALLY FILL IN OR SCAN, PRINT AND MAIL THIS FORM THIS FILE SHOULD BE KEPT BY BOTH PARTIES
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