



CLIENT AGREEMENT FOR BOUDOIR SERVICES

CONTRACT FOR PHOTOGRAPHY SERVICES

You are contracting with Tamieka Smith Photography for photography services. The following are the terms and conditions of this contract.

TERMS & CONDITIONS | AGE OF CONSENT:

Only people age 18 or older are eligible for boudoir photography services.

SESSION FEE | PACKAGE INCLUSIONS:

This pays for a 1 to 1 ½ -hour portrait session, the Photographer's time, editing of the images, meeting with the client for image review, ordering and delivering prints when applicable. No appointment is scheduled until payment has been received. The Boudoir Photography session comes with 20 digital images, (3) three-month password protected online gallery with those same 20 images, and a keepsake 4x8 Accordion Book for \$200. Client may add Boudoir print package for additional \$50. The print package consists of (3) 8x10 prints, (3) 5x7 prints, and (6) 4x6 prints.

PAYMENTS:

A \$200 session deposit is due before your session date and time will be booked. The deposit amount is subject to change without notice, but will not change after you have paid the deposit. Credit, debit, checks, and cash are all accepted forms of payment at this time. Make checks payable to "Tamieka Smith Photography". There is a \$30 fee for all bounced checks. **Client Initials** _____

PROOFS:

Tamieka Smith Photography will produce the minimum number of proofs promised in the session you have paid for. The photographer has sold discretion in selecting the images to show you from your session and is under no obligation to show more. Unretouched proofs are never presented or sold to clients. Portrait galleries will be available for 30 days for ordering.

ORDERING:

Photographer will handpick the session's best images. Each of these images will be retouched and enhanced based on Photographer's artistic vision. Photographer reserves the right to edit and release only those deemed creditable as professional in quality and within Photographer's artistic standards. Completed images will viewed at a mutually agreed upon location and time. During this viewing and

Client Initials _____

ordering session Client will be prepared to place their order and provide full payment. Client's final Gallery images will be archived with Photographer for 1 year from the session date. Re-hosted Galleries will be priced according to Photographer's current pricelist.

Photos will be watermarked in the Private Online Gallery; however this watermark will NOT be on the prints when they arrive. There is a minimum \$30 minimum order.

Orders are placed through the Photographer's website. All orders are made through a Professional Photo Lab and are guaranteed to be of the highest quality. Photographer works with several Professional Photo Labs and offers a variety of products. Payment is due in full at the time of order. Due to the custom nature of photography, all sales are final. However, should something not meet Client's expectations, it is Client's responsibility to contact Photographer and Photographer will work to resolve the issue to the Client's satisfaction. Orders are usually delivered within 2-3 weeks of placing the order however specialty or large orders can take up to 6 weeks.

PRICES SUBJECT TO CHANGE:

Prices and products in the product list are subject to change without notice.

SALES TAX:

All products and services are subject to Virginia's 6% sales taxes.

PUNCTUALITY:

Please arrive on time to your appointment. Sometimes shoots are scheduled back-to-back, and to avoid a rushed shoot, or having to reschedule altogether, it is imperative that you arrive on time, or even a few minutes early. If you are more than 10 minutes late to your appointment, you may be asked to reschedule.

CANCELATION AND RESCHEDULING:

Session deposits, required at the time of booking, are not refundable upon cancellation of appointment. If you need to reschedule, you must do so at least 4 days before your scheduled session start time. If less than 4 days' notice is given, you will forfeit your session deposit.

If Tamiaka Smith Photography cancels your session and cannot reschedule with 90 days, your deposit will be returned in full. If a "force majeure" causes the cancellation of your session (including but not limited to road closures due to weather conditions, war, and natural disasters), Tamiaka Smith Photography may reschedule your session at a future date within 365 days or distribute a refund of the session fee at her discretion.

COPYRIGHT:

All products produced under this contract is protected by US Copyright Law. Tamiaka Smith Photography is the sole owner and copyright holder of every image taken during your session. You may not scan, copy, photograph, alter, crop, or otherwise change any photo you receive without express written permission from Tamiaka Smith Photography. You may only post the exact web-ready file you receive from Tamiaka

Smith Photography on any website or social media site, including Facebook, Twitter, personal blogs, or other sites. You may not crop out or remove the logo from any file you receive from Tamiaka Smith Photography.

PHOTO USE IN MARKETING AND ADVERTISING:

All clients are required to sign a model release that grants Tamiaka Smith Photography permission to use any photographs taken of you during your session in marketing and advertising. The model release is revocable or changeable within 30 days of signing.

PRIVACY:

Tamiaka Smith Photography will not sell, rent, or otherwise distribute your personal information to any third party without your express permission.

LIMIT OF LIABILITY:

Tamiaka Smith Photography will make every effort to provide high-quality photography services. She gives the utmost respect to exposure, transportation, and processing of photographs, using professional equipment and backup equipment.

In the unlikely event that your photographs are lost, stolen, or destroyed beyond her control, her liability is limited to the return of all payments you've made. The limit of liability for partial loss of digital media/originals shall be a prorated amount of the exposures lost based on the total number of originals.

LIMIT OF FILE STORAGE:

Tamiaka Smith Photography may destroy, delete, or otherwise erase all photos from your session at any time after you place your order. She may choose to keep the photos you purchase for a limited time after your order; however, images will never be kept longer than 30 days.

PHOTO EDITING:

Tamiaka Smith Photography will deliver photos that are edited to the best of her ability. She has no further obligation towards image manipulation once the final product has been ordered.

WARDROBE AND STYLING:

The client is responsible for choices in wardrobe, makeup, and hairstyle. No reshoots are available due to client disliking the wardrobe or styling in photos.

ADDITIONAL INFORMATION: Relatives and friends may not take pictures while the Photographer is working. Please bring only people whom are going to be photographed. Do not bring your own camera to a photo session. **Client Initials** _____

TRAVEL FEES:

Photographer's travel to and from shoot location is FREE if travel is within 50 miles round trip of zip code 22192. Additional travel fees are required for shoot locations beyond 50 miles round-trip (0.50¢ per mile).

FORCE MAJEURE/ACTS OF GOD:

Tamiaka Smith Photography is not liable for failure to perform your session if such failure is the results of Acts of God (including but not limited to fire, flood, earthquake,

storm, or other natural disaster), war, or interruption or failure of electricity or telephone. No party is entitled to terminate this agreement in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events that the party substantially fulfilled all non-excused obligations, and that the other party was notified of the likelihood or actual occurrence of an event described above in a time.

Notwithstanding the above, the following information specifically noted and agreed to, and specific exclusions for use listed here shall take precedence and restrict the use of the work accordingly:

By signing below, I am stating that I agree to the terms and conditions stated in this document.

Signature _____

Printed Name _____

Date of Shoot _____

Time of Shoot _____

Photographer's Signature: _____

Client Initials _____