

815 Broadway Hanover, PA 17331
 www.thejourneyisthelife.com
 carlablong@thejourneyisthelife.com
 717.633.5844 (office) 717.873.7906 (cell)

DATE OF SESSION _____

CLIENT INFORMATION (PLEASE PRINT)

Name _____

Address _____

City _____ State _____ Zip _____

Country _____ Phone _____

Email _____

PHOTOGRAPHER REPORT TO

Address _____

City _____ State _____ Zip _____

Country _____ Phone _____

Phone _____

Time _____ A.M. P.M.

ADDITIONAL INFO

Number of People _____

Number of Adults _____

Number of Minors 13-17 _____

Number of Minors 9-12 _____

Number of Minors 6-9 _____

Number of Minors 1-5 _____

Number of Minors under the age of 1 _____

This is a legally binding contract between Carla B. Long of The Journey is the Life Photography and the Client stated, _____ . It supersedes all previous agreements (verbal or written) between parties. The only way to add or change this agreement is to do so in writing, signed by all parties. If any parties waive or alter part of this agreement, the rest of the agreement remains intact.

Upon signature and payment of retainer, The Journey is the Life Photography shall reserve the time and date agreed upon, and will not take other reservations for that time and date. For this reason, unless the Studio is able to fully replace the cancelled reservation, all retainers are non-refundable.

Non-Refundable Retainer Amount: 50% of total invoice

Remaining Balance Due: 30 days prior to session

No part of any order, including previews, will be delivered until the balance is paid in full

Cancellations: If the session is cancelled or postponed by the Client with more than 10 days prior to the session, the non-refundable nontransferable retainer payment will not be returned, it being the agreed loss suffered by the photographer due to cancellation. If the session is cancelled within 10 days of the session, the full amount will still require payment and will be non-refundable. In the unlikely event the photographer determines that she/he is unable to complete the coverage due to unforeseen circumstances; such as fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, the session will be rescheduled. The Journey is the Life Photography may also substitute another photographer to take the photographs. In the event of such substitution, The Journey is the Life Photography warrants that the photographer taking the photographs or video shall be a competent professional. If a substitution or

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rescheduling the session cannot be completed The Journey is the Life shall return the deposit to the Client but shall have no further liability with respect to the contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or other media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event The Journey is the Life Photography fails to perform for any other reason, The Journey is the Life Photography shall not be liable for any amount in excess of all monies paid.

_____ initials

Limit of Liability: In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any circumstance, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss. Any legal matters will be held in the photographer's home state, any legal fees incurred by the photographer as a result of a Client prosecution will be paid by the Client.

_____ initials

Copyright, Reproduction, and Model Release: NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Journey is the Life Photography permission, and violators of this Federal Law will be subject to its civil and criminal penalties. The copyright of the photographs is retained by the photographer at all times throughout the world. Where a disc of photographs has been included for the Clients as part of the event/event collection, these photographs may include a print release; if a print release is included photos may be printed, and or displayed online, for personal use. Commercial uses must be expressly approved in written form by the photographer and include citation. The photographer retains the right to use the photographs for the purposes of advertising or otherwise promoting her work. Client agrees not to sell any of the files or prints without written permission from the photographer. The Client agrees that they are signing a model release to allow the use of their photographs (of themselves) for the photographer's business purposes. The Journey is the Life Photography reserves the right to use photographs and/or reproductions for advertising, display, publication or other purposes. Negatives, digital files and previews remain the exclusive property of The Journey is the Life Photography.

_____ initials

Social Media: This clause applies to all social media, including Facebook, Instagram, Snapchat, blogs and etc. When Client published online it is required that citation of photographer be made. The Client agrees that they will under no circumstances alter the photographer's photographs that are placed in public on the internet. The Client agrees to be responsible for any family member or friend who posts our photographs online and agrees that they cannot be cropped (with the exception of the forced cropping for to fit a predetermined space), altered in color, or edited in any way, this includes filters and softening of facial features.

_____ initials

Retention of Delivered Files: Once the prints or JPEG files [for an additional charge] are delivered to the Client, it is the Client's sole responsibility to protect and retain their images for the future. It is highly recommended that DVDs or USB drives be duplicated and stored in multiple locations that are cool and dry. (Technology can be fickle; one of the best ways to ensure the Client's images will last for generations is for the Client to print them.) If Client requires old files to be duplicated by the photographer, and they are still within the photographer's possession, a restocking fee may be applied. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

_____ initials

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Satisfaction & Accuracy The Client agrees that the work delivered will be of a similar style and caliber to those photographs on our website and blog. The photographer will have complete creative control during the session and in post-processing. The images will be delivered in print or JPEG format [for an additional charge] with a mix of color and black and white images, which is deemed appropriate by the photographer. No re-editing will be done after the final edited copies are presented to the Client. The Client agrees that the photographer can only capture in the session what happens; weather, location, schedule complications, time restraints and subject's ability to cooperate, are all factors in the quality of the photographs. The photographer will not edit for physical size, hair, nor any other physical appearance issue other than blemishes.

_____ initials

Interference/Obstruction: No Clients, guests, attendants, or employees of the Client may impede the photographer when he/she is performing her duties; failure to comply with this may result in missed moments or fewer delivered images. The responsibility of this will fall on the Client to ensure all those present are in compliance. No other professional photographers will be hired by the Client or located on site photographing the Client unless otherwise approved by The Journey is the Life Photography, 48 hours written notice prior to event/wedding must be given.

_____ initials

Production Timeframe & Final Product: A finalized gallery of high definition digital prints will be delivered to the Client. The gallery will be provided via online viewing gallery, unless otherwise noted in writing. This gallery may include printing rights for digital file, at an additional cost. If the Client purchases printing right the Client is welcome to print digital images at a printer of their choice, not all printers render the same images. If the Client chooses to use any printer other than what the service provided by The Journey is the Life Photography the quality can be compromised and is not guaranteed. All finalized images will be delivered within 8 weeks from session date, unless otherwise noted. Social Media sneak peaks will be posted within 2 weeks of session date, unless Client asks in writing (via e-mail or noted on contract) that the session not be posted.

This Contract incorporates the entire understanding of the parties and is governed by the laws of York County, Pennsylvania. Any modifications of this Contract must be in writing and signed by both parties.

Signature of Client & Date

Printed name of Client

Address

Telephone

Carla B. Long (D/B/A The Journey is the Life Photography) & Date
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