

# EPTION DEPTH PERCEPTION by Corey Rush

## **Business Agreement Form**

Name of Clien	t:		_
Date of Agreer	ment:	_ Date of Service:	_Location:
Type of Photos	shoot:		
Solo Po Family Short V Modelin Scenic	Portrait /ideo/Slideshow ng /Nature :ape ctural		

## A. Session Fees

Client agrees to pay photographer a retainer at the time of booking to secure their appointment date and time. The balance is due at the time of the session. The session fee covers the time and talent of photographer, basic retouching and creative editing of images, as determined by the photographer, and images. Additional editing is available at additional expense to be determined by photographer. Additional prints or digital images may be available for purchase.

#### B. Location Costs & Fees

If there are any costs/fees associated with the location the client has chosen for their session, you, the client, will be responsible for those fees. The photographer will not guarantee or arrange payment on any location. Any location outside of (30 mile radius of Columbia, MD) these limits will be subject to an additional charge of \$.65/mile as part of the agreement.

#### C. Rescheduling

If an illness or situation prevents a photo session from taking place, client may reschedule their session at least 24 hours prior to their shoot without penalty. Should client fail to give 24 hours notice, or decide to completely cancel the shoot, this session fee is forfeited and will not be

refunded. Photographer reserves the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control.

## D. Re-shoots / Refunds

Re-shoots are determined at the discretion of the photographer. Re-shoots and refunds will not be given for poor choices of clothing, make-up, hair or weather related issues, or by not following the recommendations of the photographer.

#### E. Archive

After twelve (12) months, all images will be purged from photographer's hard-drive, except as needed for promotional purposes, to be determined by photographer at photographer's sole discretion. Photographer is not responsible for loss or damage to the digital files due to circumstances beyond photographer's control.

## F. Payment

All payments are due in full unless payment arrangements have been made. Orders will not be processed until payment in full is received. If client has arranged a payment plan, order will be placed after the final payment has been received.

## G. Damage

Photographer is not responsible for the damage of portraits after delivery to client, including damage caused during transit by US mail. Client assumes all responsibility for the safety of all portraits upon receipt.

#### H. Model Release

I hereby give to Depth Perception the absolute and irrevocable right and permission with respect to the photographs that he/she has taken of myself and/or my minor child in which he/she may be included with others:

- a) To copyright the same in the photographer's name or any other name that he/she may select;
- b) To use, re-use, publish and re-publish the same in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising and trade, and;

I hereby release and discharge photographer from all and any claims and demands ensuing from or in connection with the use of the photographs, including any and all claims for libel and invasion of privacy.

### I. Liability

Photographer is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and for themselves and release photographer from any claims against their person or their business.

## J. Copyright & Penalty

Depth Perception retains all copyrights to all images created during client's session. A print release will be included with digital files to print portraits for personal use up to designated size listed on print release. The print release does not allow publication of your portraits (i.e. entering in contests), selling or altering of your images without the photographer's written permission. It is illegal to copy, scan, download, print, share, alter, or otherwise steal any image created by Depth Perception during client's photo session. This applies to "sneak peek" images, images posted in an online proofing gallery, blog, Facebook, or hard copy images. If client steals images via any method listed above, or any other method, client will be invoiced for the cost of EACH digital image client has stolen, at photographer's current price per digital file.

Note from photographer: I work very hard to create images that reflect you and your family, while keeping in line with my artistic vision and creativity. I know you will want to share them and include a sneak-peek for that very reason. However, I ask that you simply link back to my blog/website/facebook page instead of right-clicking, saving, and sharing the image via your own page. I hope that you will respect not only my hard work, but the time, money, and dedication that I have put into training and equipment to capture these images for you. Please do not steal them.

## K. Session Requests

\*No cameras/camcorders/any type of recording device (this includes cell phone cameras) are allowed during the session unless prior arrangement has been made between client and photographer, including a written agreement. The photographer will not continue if there are other cameras or video taping during the session.

\*Session starts at the agreed upon time. It is strongly encouraged that client arrives 15 minutes prior to the start of session. This allows for any last-minute feeding, changing, and relaxing before session begins.

\*Please do not bring any children not being photographed to the session.

\*Please make sure hair is combed and face is clean and free of runny noses or eyes.

\*Please avoid eating or drinking red or orange food or drinks before session, as red and orange tend to leave a stain on the face.

Price Quote: \$(	00
Deposit: \$00	
Cash Aρρ	
□ Cash	
Paypal	
☐ Check or Money	Order

Signature\_\_\_\_\_

Thank you for choosing Depth Perception. Please select your payment method from the options below. Due to add-ons, options and upgrades (prints, edits, addt'l services) pricing is subjected to change and a new business agreement form will need to be submitted.