

# *Jim's Photos*

Jim's Photos, LLC  
PO Box 14592 Madison, Wisconsin 53708-0592  
608-663-3500 | Text: 608-352-6899 | Email: info@jimspphotos.com  
www.jimspphotos.com  
"Quality Photography For All Occasions"



**Portraits ♦ Modeling ♦ Seniors ♦ Team Photos ♦ Action Sports ♦ Posters ♦ Video ♦ DVD Slide Shows**

## **Senior Photo Sessions**

Thank you for considering Jim's Photos, LLC for your Senior Photo session! Jim's Photos specializes in Senior Portraits and Modeling photo sessions in the greater Madison, WI area. My goal is to work with high school seniors to create fun and memorable senior photo sessions. Your senior year will be one of your most memorable times in your life. It's about the lifetime friends you've made, all of your accomplishments and your plans for the future. Now it's time to capture all those special things about you with your own customized senior portrait session. I will try to capture you being adventurous, creative, original, but most importantly, being yourself. Unlike many others you've seen, you only pay for the photos you want. There are no hidden costs, no surprises. In fact, I even include a formal yearbook shoot to ensure your yearbook portrait is totally your look – not theirs! To get started, please read the guidelines below. Be sure to ask me if you have any questions. I look forward to working with you!

### **A. Session Fees**

Client agrees to pay photographer a deposit of \$\_\_\_\_\_ at the time of booking to secure their appointment date and time. This is a non-refundable retainer fee that goes toward your session. The balance is due after the session. The fee covers the time and talent of photographer, basic retouching and creative editing of images, as determined by the photographer. Additional editing is available at additional expense to be determined by photographer. Finished low resolution digital images are included via download with session fee. Prints and high resolution finished digital images will 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. Photographer session fees covers travel within 30 minutes of Madison, WI. Any location outside of these limits will be subject to an additional charge of \$.52/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 six (6) months, all images may 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. Photo Release**

Please read, fill out, sign and return the completed photo release form below to me as soon as possible. This information is needed in order for me to post you photos to you own gallery and to send the photos of your choice to your school for publication. This also allows you to share your photos wherever you want in any way you want. Again, please let me know if you need any help with any of this stuff. Then the fun can begin!

Thanks! Jim from Jim's Photos

# Jim's Photos

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## Individual Photo Release & Agreement

Minor Child High School Senior Form

**A) Permission for Photography** In consideration of the minor named below, for valuable consideration I acknowledge received, I hereby grant to Jim's Photos, LLC – Madison, WI "Photographer", (and its legal representatives and assigns, those with whom Photographer is acting and those acting with his authority and permission) the absolute, irrevocable, perpetual and unrestricted rights and permissions to create, take, use, possess, reuse, publish, and republish any photographic images, portraits, pictures or video of the minor or in which the minor may be included, in whole or in part, or composite, without restriction as to changes or alterations, in conjunction with the minor's name or a fictitious name, or reproductions of such photographs or video in color or otherwise, made through any medium at Photographer's studios or elsewhere, and in any and all media now or hereafter known, including the internet, for art, advertising, trade, or other purpose. I waive any right that I or the minor may have to inspect or approve any finished product or products or the advertising copy or printed matter that may be used in connection with such photographs or the use to which it may be applied. Images will be selected at the sole discretion of the Photographer and the final set of edited .jpg images will be presented to client via secure on-line galleries. All images and video will remain the intellectual property of Jim's Photos, LLC and any agreed upon image copies will be delivered to me via on-line galleries. I may not alter, crop or change the images without the consent of the photographer.

**B) Liability** 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. 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.

**C) Copyright & Penalty** Jim's Photos, LLC retains all copyrights to all images created during client's session. Credit must be given to Jim's Photos, LLC for all photos used on social media, the web or on personal documents. The credit should be given as a link to Jim's Photos, LLC web site: www.jimsphotos.com. Digital files do not give you the right to use images commercially. Contact Jim's Photos, LLC directly for written permission and for how the images may be used.

I hereby warrant that I am a legal competent adult and a parent or legally appointed guardian of the minor, and that I have every right to contract for the minor in the above regard. I state further that I have read the above authorization, release, and agreement, prior to its execution, and that I am fully familiar with the contents of it. This release shall be binding upon the minor and me, and our respective heirs, legal representatives, and assigns.

In consideration of having received (i.e. Photos / Compensation / etc.)  Photos (TFP) or  \$ \_\_\_\_\_  
(Check One) Amount Agreed

In return for posing photographs or video done:  Anytime or on  \_\_\_/\_\_\_/\_\_\_\_\_  
(Check One) Use only if a specific Date is needed.

Location:  Anywhere or at  \_\_\_\_\_  
(Check One) Use only if a specific Location is desired.

X \_\_\_\_\_ / / \_\_\_\_\_  
Father, Mother or Legal Guardian's Signature\* Father, Mother or Legal Guardian's Name (Print) Date Signed

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Minor Subject's Mailing Address Minors Date Of Birth Age E-Mail ( )  
Phone

X \_\_\_\_\_ / / \_\_\_\_\_  
Subject's Signature (if 14 or older) Subject's Name \*Required (Print) Date Signed

\* By signing this release, I certify that I am at the age of majority and am signing this release on my own free will. I further certify that I have read the terms of this release and am fully familiar with the contents herein. Additionally, I have read and am familiar with "Jim's Photos LLC - Terms and Conditions" found on the web site. This release shall be binding upon me, my heirs, legal representatives and assigns. I agree to indemnify and hold harmless Jim's Photos, LLC, its officers, directors, agents and employees from any claims, suits, and causes of action or charges relating to the creating, printing, distributing, posting or submitting of images and editorials. By accepting this agreement, I agree to hold Jim's Photos, LLC entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence. Such indemnification will specifically include all costs and attorney fees associated with any such claims, causes of action or charges. I agree to give Jim's Photos, LLC permission to transport any identified minor(s) to and from any photographic opportunity or other place. Furthermore, I understand that there are no guarantees expressed or implied as to the quantity, quality, outcome & privacy of any sessions or images. Sessions may be recorded for safety.  
Updated: August 2017