

# Jim's Photos

Jim's Photos, LLC  
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"Quality Photography For All Occasions"



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

## Jim's Photos, LLC Terms & Conditions

### Session & Scheduling

- Photographer and Client agree to be present on date of session. If rescheduling is necessary due to inclement weather, illness, or equipment malfunction, there will be no penalty to either party.
- If thirty (30) minutes has passed beyond scheduled session start time and Client is not present without prior notice of an emergency unavailability, session time is forfeited and must be rescheduled.
- Photographer MUST receive session fee in full before any photos are to be taken.

### Images

- Photographer will retain sole and indefinite copyright of all images. I (Client) waive any rights of compensation or ownership thereto. Photographer hereby grants the Client non-exclusive rights to use or reproduce the photographs for which the Client pays.
- Photographer is not responsible for third-party misuse, inappropriate use, or theft of copyright property. Infractions will be investigated promptly and any measures taken to remove images from offending websites or venues.
- Images will not be licensed to any third parties or stock photo sites without consent from Client.
- Images may not be altered, claimed as another's work, sold for profit, or used to advertise any product or service that was not intended with the session.
- "Finished images" refers to the final set of edited JPG file-type images that are presented to Client. RAW or unedited image files are never released.
- Images will be selected at the sole discretion of the Photographer and remaining image files discarded.
- Photographer reserves the right to edit and release only those images that fit their artistic and technical standards.
- Photographer will do all possible to capture desired images, but no pose or location is guaranteed.
- The Client shall assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed; taking time to pose for photographs at the Photographer's direction; pre-shoot consultations, etc. The Photographer shall not be responsible for photographs not taken as a result of the Client's failure to provide reasonable assistance or cooperation.
- Professional editing/enhancements will be completed as soon as reasonably possible after session.
- Images will be made available for viewing via an online gallery. Privacy options can be discussed.
- The number of finished images is dependent upon the type of session. However, factors such as weather or non-cooperation may affect this number and may warrant rescheduling the session.
- If digital image files are provided or purchased: Client agrees to not have images printed without a signed print release. Watermarks/logos may appear on purchased digital files. In some cases, this can be removed by request of client.
- Watermarked web-sized images: Watermark may not be removed or obscured. If Client chooses to share images online, the watermarked version must be used. Credit to the Photographer must be given.
- Any prints and print products should be ordered through a professional printing lab. Prints/products are only guaranteed for quality when ordered through the Photographer.
- Images will be offered for sale. Third parties may purchase digital images or prints unless client restricts at time of signing contract.
- If Client is dissatisfied with all images due to Photographer's technical error (improper exposure or images not in focus), a repeat session will be offered to Client at no additional charge, and all images from original session will be discarded and not available to Client. If Client is dissatisfied with all images due to personal reasons (outfit choices, locations, hairstyle, weather conditions, body or facial appearance, etc.) a repeat session must be purchased at the current rate. Requests for a repeat session must be made within one week of images being presented to Client.

### Model / Photo Release

I (Client) do hereby I grant to Jim's Photos, LLC ("Photographer") and its legal representatives and assigns the absolute and irrevocable right and unrestricted permission concerning any photographic images or video that

he/she has taken or may take of me, my minor children or any persons in my organization, or in which I may be included with others, to create, use, reuse, capture, display, possess, publish, and republish the photographic images or video in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name in connection with any. I waive any right to inspect or approve photos or images prior to any form of usage and release any and all rights to any photos or images. Images will be selected at the sole discretion of the Photographer and the final set of edited .jpg images will be presented to me via 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 (Client) inherently releases all rights to their likeness/model, that of their minor children, club, school, organization, facility and that of their personal property being used by the Photographer at any time in any and all media, manner or medium in print or in digital form. Images may be used for the purposes of display, sale or promotion in any and all media, manner or medium. Privacy options can be discussed.
- No monetary compensation will be given to Client for use of their model.
- Full names of minor children will not be printed or represented online by the Photographer.
- Legal implications for using images online will be respected. This includes foster children, in-process adoptions, or child custody issues. This must be communicated prior to the session.
- I (Client) understands that Photographer may possess, submit, print or use the images on web sites intended for photo display or resale and that these images may be accessible to anyone with Internet access. Privacy options can be discussed.
- Photographic prints or digital images may be available for purchase on photographic web sites or other sources at a pre-determined rate as determined by Photographer.
- The photographer may offer to pay the model/subject for their services. Likewise, the model/subject could be paying the photographer for their services. Or there could be a 'time for trade' exchange agreement (TFD/P) between the subject and the photographer. TFD/P (Time For Downloads or Prints) means that the subject will pose for the photographer in exchange for receiving some of the photos. The photographer can use the photos for display or promotional purposes. The arrangement must be communicated prior to the start of any sessions.

#### **File Retention**

- Finished digital image files are guaranteed retained by Photographer for a period of six (6) months from the date that finished images are presented to Client. Purchases must be made within this time.
- In the event that the Photographer loses finished image files within this six-month period and before any digital files or prints are purchased, 50% of the session price will be refunded OR a comparable photo session will be given to Client at no additional charge.

#### **Fees**

- Fees are non-refundable. However, if Photographer fails to produce any images, fees will be refunded in full. Refunds will not be given after prints or digital files have been purchased.
- "Session" refers only to set-up and photographing. Session fee will not include files/prints unless otherwise stated.
- Only cash and credit card are accepted as form of payment at this time.
- Prices for sessions, digital files, print releases, prints, and other services are subject to change at any time and without prior notice.
- Fees must be paid in full before services are rendered or prints/products are ordered.

#### **Legal**

- Each individual inherently assumes all risk. Photographer is not responsible for damages to health, life or property of Client during photo session.
- Photographer may not, at any time be sued in a court of law for reasons such as loss of images, dissatisfaction, failed expectations, injury, illness, property damage or anything else whether outlined in this contract or not.
- Only an amount of money that does not exceed fees paid can at any time be refunded.
- This contract will be signed by all legal adult parties and given to the Photographer before sessions begin.