



Just Be PhotoJennic, LLC
 Photography by Jennifer Buck

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Photography Services Agreement

Client Name _____

Model Name(s) _____

Cell Phone No. _____ Email Address _____

Address _____

City _____ State _____ Zip _____

Event _____ Shoot Date _____ Shoot Time _____

Shoot Location _____

Special Requests _____

This Photography Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 201__, by and between Just Be PhotoJennic, LLC ("Photographer") and _____ ("Client"), who agree as follows:

1. **Photography Services.** Client is retaining Photographer to perform photography services at the event specified above (the "Event"), and Client understands and agrees that no other photographer will be allowed to take photographs at the Event while the Photographer is working. All other photography should be completed at a separate time.

Client agrees to inform guests, family, and friends that they must refrain from taking photographs at the same time as Photographer or otherwise interfering with Photographer as their flashes may ruin Photographer's photographs, and participants must give their full attention to Photographer.

2. **Fee and Expenses.** The session fee for this Event includes the number of hours and locations specified on price sheet provided to Client separately. If applicable, Client agrees to pay any additional expenses for other items such as film, development, batteries, parking, fuel, travel, taxi, accommodations, and meals, payable before the Event or on demand. Client understands and agrees that payment in full must occur prior to Photographer rendering any services.

3. **Deposit.** To reserve the date and time for a photography session for the Event, Client agrees to return to Photographer this signed Agreement and a non-refundable deposit of \$_____. Once received, Photographer will reserve the date and time agreed to by Photographer and Client, and Photographer will not make another reservation for this specific time. Client agrees that this deposit is non-refundable, and the session date and time will not be finalized until this Agreement and deposit is received by Photographer.

4. **Cancellation.** If Client cancels this Agreement for any reason, the deposit specified in the above section will be retained by Photographer as a cancellation fee. If Client notifies Photographer of Client's need to reschedule the photography session at least 72 hours before the Event, Photographer will apply the non-refundable deposit toward the cost of another photography session provided Client schedules the photography session on a date and time that Photographer has available appointments, and the new photography session date occurs within six (6) months of the original Event date. Client understands and agrees that rescheduling any photography session will be subject to a 25% reschedule fee, which must be paid within one (1) week of rescheduling.

5. **Non-Guarantee.** Although Photographer will use great care to capture and produce photographs of all important and special moments, Photographer cannot guarantee this. As such, Photographer is not responsible for missed or ruined

photographs or compromised coverage due to causes outside of Photographer's control, including, but not limited to, other camera flashes, obtrusive guests, schedule complications, lateness of Client or guests, weather conditions, or lighting conditions.

6. **Limitation of Liability.** If Photographer cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer's illness or injury, then Photographer will return all fees to the Client(s) but shall have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Photographer.
7. **Substitute Photographer.** Photographer may substitute another photographer for the Event in the case of Photographer's illness or schedule conflicts. Photographer agrees that any substitute photographer will be a competent professional.
8. **Safety; Responsibility for Injury or Damage.** Photographer reserves the right to terminate the photography services and leave the Event if Photographer experiences inappropriate or threatening behavior from a person(s) at the Event, or if the safety of Photographer is in question. Also, Client understands and agrees that it is responsible for any injury suffered by Photographer or damage sustained by Photographer's equipment during the Event due to Client's family, friends, guests, or other attendees.
9. **Inclusion or Exclusion in Photographs.** Client understands and agrees that photographer is not responsible for either including or excluding specific individuals or objects in photographs taken at the Event. Any request by Client to examine individual photographs to ensure exclusion of particular individuals or objects will be subject to an additional hourly charge by Photographer.
10. **Ownership and Usage.** Photographer shall own the copyright to all images, including proofs, sample images, and final images, and Photographer may use and/or reproduce those images for advertising, display, or any other purpose thought proper by Photographer, such as for Photographer's portfolio, samples, website, and social media page. Photographer will not use any photographs taken at boudoir shoots without Client's prior written consent. Client is obtaining the photographs for personal use only, and Client shall not sell the photographs. Client shall provide credit to Photographer for any published use of the image, such as in a newspaper or on a website. Photographer will provide Client with an electronic version of all photographs, and Photographer authorizes Client to reproduce those. Photographer can assist with any printing and/or reproduction of the photographs.
11. **Client Cooperation.** Client understands and agrees that positive cooperation, communication, and punctuality are essential for achieving the best possible results, and that shooting begins and ends at the scheduled times. If Client does not arrive at the scheduled time, and Photographer is available and agreeable to ending the photography session later than the originally scheduled end time, Client will be billed for all additional time. Photographer is not responsible for any person's failure to be present at the Event, to cooperate during the Event, or for missed images due to details not revealed to Photographer.
12. **Controlling Law and Jurisdiction.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana. Any action or proceeding in connection with this Agreement shall be brought in the District Court of the Parish of Tangipahoa, State of Louisiana, both parties hereby consenting to the jurisdiction thereof.
13. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that were expressly set forth. This Agreement may be modified or amended only by mutual consent of the parties, which modification or amendment shall be reduced to writing and signed by both parties.

Executed and effective as of the date first written above.

Just Be PhotoJennic, LLC

Client

By: _____
Jennifer Buck-Watts, Managing Member

Signature

Print Name