



Service Contract

The contract below was created to ensure all clients know exactly what a photography session with Tomesha Shumpert Photography entails and to guarantee that client and studio expectations are met. Please read the entire contract carefully, print, sign and bring it with you to the appointment or sign a contract at prior to appointment.

Do not hesitate to call with questions and thank you kindly for your business!

-Tomesha {Tomesha Shumpert Photography}

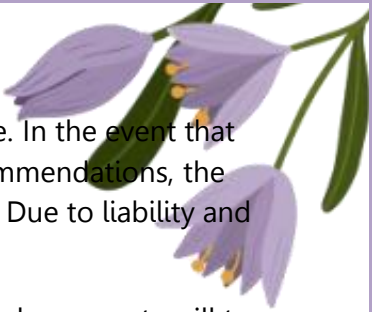
SESSION INFORMATION & UNDERSTANDING: The signing of this contract states the client understands that it is their choice to participate in this session, and that the client will not hold studio responsible for any negative actions or feelings that may commence due to the images of this shoot. By submitting this contract, the client agrees to the terms, conditions, and timeline of the session, and the delivery of images and products. The client states that they are 18 years or older. If the client is not 18 years or older, it is understood that a parent or legal guardian is required to sign this contract as well.

DEPOSIT: This signed contract and 50% of the total package cost are required to book any session or package. The remainder of the package amount is due the day of the scheduled session, prior to the start of shooting. In the event of a canceled session this deposit is non-refundable. If the photographer fails to appear at the place and time specified, the deposit shall be refunded to the client. The photographer reserves the right to refuse services/products if the payment arrangements have not been met unless prior arrangements have been made.

SCHEDULE ARRANGEMENTS: All sessions will start at the scheduled time even if the client is tardy or unprepared. The session end time will remain the same. If additional time is needed, client will have the option to pay for additional time at an hourly rate. If more than one location is used in a single session, the travel time does count towards the total session time. The same applies for outfit changes. The client is responsible for providing any props or outfits that are to be used within the session. Studio will not be held responsible for additional sessions needed due to forgotten items. If client is late or more than fifteen minutes late without a phone call, Tomesha Shumpert Photography reserves the right to reschedule.

RESHOOT POLICY: In the event that Tomesha Shumpert Photography is required to reshoot the session due to the photographer accidentally destroying the originals, the reshoot will be done at \$0 cost to the client. In the event that a reshoot is required due to the client not being satisfied with the outcome of the session, a reshoot will be done at a fee of 50% of the cost of





the original session. The fee must be paid in order to secure the reshoot date. In the event that the weather conditions are not desirable for the shoot based on studio recommendations, the client will be given the opportunity to reschedule and the fee will be waived. Due to liability and equipment damages this decision will be at photographer's discretion.


LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill to photograph the session, a reshoot will be scheduled for the next available time slot. Although care will be taken with digital files, the photographer limits any liability for loss, damage or failure to deliver photographs for any reason of photographers non-performance caused by any force or similar circumstances, illness, accident or any cause beyond their control. All images will be backed up and archived for a reasonable length of time. After one year, it is understood that images will continuously be kept in archives but photographer cannot be held liable for unexpected loss, damage or quality loss of session images.

PROOFING: The photos and edits will be completed no later than four weeks following the scheduled session. The photos will be sent to the client via email for the client to view, along with a print release. For a cost of \$15 extra, the client may receive the photos on a flash drive instead of digitally.

PRICING: Prices are subject to change at any time without client notification regarding services provided. This contract solidifies the package contents and price at the time of booking. Your booking price will not change.

CLIENT USAGE RIGHTS/COPYRIGHTS: The photographs produced by Tomesha Shumpert Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without explicit written permission. It is a breach of this contract to reproduce the images in any form unless rights were purchased within the package for those images. Client reserves the right to share images previously posted by photographer on social networking sites such as Facebook and Twitter. It is a breach of this contract to crop/hide studio logo. To obtain copyright or ownership of session images, you must purchase or otherwise obtain a Copyright Release signed by Tomesha Shumpert Photography. Images captured by Tomesha Shumpert Photography cannot be published, sold for profit, or used within outside marketing materials without written permission from and compensation is provided before use.

STUDIO USAGE RIGHTS/COPYRIGHTS: Client grants studio unrestricted usage rights and copyrights to use and publish photographs in any manner or medium. Client grants studio permission to use images taken within this session in samples, marketing materials, editorial, & online web presences, including but not limited to, website, social networks, blog, etc. Images may also be used in photographic competitions and for publication in which case the client will release all profits from images.



CREATIVE PRIVILEGE: By scheduling a session with me, you agree to the creative liberties and style Tomesha Shumpert Photography chooses to pursue. There are times in which an image needs a certain crop or a particular treatment. Tomesha Shumpert Photography will do our best to suit your tastes, but retains the freedom to take creative liberties in order to deliver the best

possible image. Clients looking to obtain the best possible images from their scheduled photography session are simply asked to trust our judgments and suggestions to help ensure the desired results.



By signing this contract, I agree to all the terms and conditions. Any amendments made to this contract must be agreed upon by all parties involved, in writing

Information

Client Information

Last Name	First Name	Today's Date
Street Address	Apt/Unit #	
City	State	Zip
Phone	Email Address	
Session/Event Date	Session/Event Time	
Session/Event Location(s)		

PACKAGE/PRICE & CONTENT AGREEMENT (INCLUDING ADDITIONS & ALTERED AGREEMENTS)

Total: \$

Payment Schedule

\$ _____ is due ____/____/____. Remaining balance of \$ _____ is due ____/____/____.

Full Payment has been received: as of ____/____/____.

Client Signature

Date

Photographer Signature

Date

