

PHOTOGRAPHY TERMS

- **COPYRIGHT.** The client acknowledges that all images are protected by Federal Copyright Laws and remains the property of the photographer. Violation of this law is subject to fines. Any and all purchased high resolution files grants the client the make unlimited reproductions for personal use only. Shirk Studio LLC retains the copyright to these images, and the client agrees not to gift any images captured from this session for the temporary or permanent use of these images or for resale commercial or professional use to any entity. Client may not gift the photographs, products or digital files from this session to any entity to be used for marketing and/or advertising. All images are protected under Creative Commons License: Attribution-Noncommercial-No Derivative Works 3.0 Unported All photographic materials, such as original negatives, photos, or slides, shall be the exclusive property of the Photographer. The Photographer shall own the copyright in all images created and may use the work for samples, contests, exhibition, advertising, and self-promotion. Usage outside the bounds of this agreement will require the Client's consent.
- **LIMITS OF LIABILITY.** Every effort will be made to deliver the highest quality images. There is no guarantee that a specified photograph, number of photographs (other than the included complimentary images) editing style, or specific poses will be taken.
- Client accepts that all photographs will be taken and edited at the photographer's discretion based on the photographer's experience and artistic view.
- **Failure to Perform:** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, or other cause beyond the control of the parties, or due to the Photographer's illness, then the Photographer shall return any funds previously paid to the Client but shall have no further liability with respect to the 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 the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.
- **LATE POLICY-** clients can be subject to a small late fee. A "no show" will result in forfeiture of any money paid up to this day.
- **DELIVERY OF IMAGES.** Images will be delivered digitally via a private gallery within 3 weeks of session date (unless otherwise noted). Print images can be purchased from the galley host site and delivered directly to the clients.
- All deliverable images as per this contract will have standard image editing (including light skin retouch, light and color adjustments). Any extra edits requested by the client will cost the client \$35 per image if accepted by the Photographer. extra image adjustments include (change the size of the body or parts of the body, replace parts of the body from another image, change the color of parts of the body, extra skin retouch, replace or swap background). It is also understood that unless hair and makeup is included in the contract, Photographer is not responsible to fix hair or skin, or makeup problems.
- **IMAGE USE-** Images are for personal use only. They may not be used for commercial, promotional use or monetary gain in any way. If you plan to use the images for anything other than personal use, please discuss ahead of time, for our commercial rates. This policy will be noted in your photo release
- **Client's Usage:** The Client is obtaining images for personal use only and shall not sell said images or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a image for reproduction, Photographer authorizes Client to reproduce the print only as set forth under Special Usage Requirements. In such event, Client shall request that a copyright and credit notice for the Photographer be placed adjacent to the photograph on publication but shall have no liability if the publication refuses or omits to do so.
- **Social Media:** This clause applies to all social media, including Facebook and blogs. When published online it is required that citation of photographer be made. The client agrees that they will under no circumstances alter any photographs that are placed in public on the internet. The client agrees to be responsible for any family member or friend who posts our photographs online and agrees that they cannot be cropped (with the exception of the forced cropping for Facebook's Timeline), altered in color, or edited in any way.
- **Delivered final edit images** are not to be edited in any other manner without photographers' permission. This included social media filters. If images are found to be edited after delivery, photographer has the right to request image to be removed. This can include legal action such as a cease-and-desist order.

***Complimentary Images on Pinup/Boudoir packages will include post-process editing and Gem City Pin Up Photography reserves creative control over the editing style. Editing will include facial blemishes and minor imperfections but do not include body image adjustments. Please note we do not offer gallery reviews with sessions.*

Clients Signature To Acknowledge the above Terms and Conditions

_____ Date _____