

## TERMS OF SERVICE of ART BY ROXANNE PHOTOGRAPHY

### PLEASE READ

#### A. Session Fees

Client agrees to pay photographer a retainer fee at the time of booking to secure their appointment date and time. This is a non-refundable retainer fee that goes toward your session. A full balance is due at the time of the session. The session fee covers the time and talent of photographer, Inspiration Board, private proof gallery, deluxe retouching and creative editing of images, as determined by the photographer, and the images according to the chosen package. Additional digital images may be available for purchase.

\*\*\*Due to the high demands the session fee for Special Offers incl. Mini Sessions is due IN FULL at the time of booking\*\*\*

#### 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. Creative fee covers travel within 30 minutes of 46394 or 48103 (depending on Chicago, Indiana or Michigan location). Any location outside of these limits will be subject to an additional charge of \$25.00 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.

The retainer paid at booking is non-refundable. If the session can't take place due to weather, illness or other unforeseen circumstances the session will be re-scheduled or the client will keep the retainer as credit with Art by Roxanne Photography to be used for a different session type or package at any time. The retainer will not expire.

#### E. Archive

After six (6) months, all images will 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 at least 2 days before the session unless payment arrangements have been made. Images will not be processed until payment in full is received. If client has arranged a payment plan, images will be handed out 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 the mail. Client assumes all responsibility for the safety of all portraits upon receipt..

H. I hereby give to Art by Roxanne Photography the absolute and irrevocable right and permission with respect to the photographs that he/she has taken of myself and/or my minor child in which he/she may be included with others:

- a) To copyright the same in the photographer's name or any other name that he/she may select;
- b) To use, re-use, publish, re-publish the same in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising and trade, and;

I hereby release and discharge the photographer from all and any claims and demands ensuing from or in connection with the use of the photographs, including and all claims for libel and invasion of privacy.

#### I. Liability

Photographer is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and themselves and release photographer from any claims against their person or their business.

#### J. Copyright and Penalty

Art by Roxanne Photography retains all copyrights to all images created during client's session. A print release may be attained with purchased digital files to print portraits for personal use up to designated size listed on print release. The print release does not allow publication of your portraits (i.e. entering in contests), selling or altering of your images without the photographer's written permission. It is illegal to copy, scan, download, print, share, alter, or otherwise steal any image created by Art by Roxanne Photography during client's photo session. This applies to "sneak peek" images, images posted in an online proofing gallery, blog, Facebook, or hard copy images. If client steals images via any method listed above, or any other method, client will be invoiced for the cost of EACH digital image client has stolen, at photographer's current price per digital file.

***Note from photographer: I work very hard to create images that reflect you and your family, while keeping in line with my artistic vision and creativity. I know you will want to share them and include a sneak-peek for that very reason. However, I ask that you simply link back to my website/facebook page instead of right-clicking, saving, and sharing the image via your own page. I hope that you will respect not only my hard work, but the time, money, and dedication that I have put into training and equipment to capture these images for you. Please do not steal them.***

## K. Session Requests

\*No cameras/camcorders/any type of recording device (this includes cell phone cameras) are allowed during the session unless prior arrangement has been made between client and photographer. Including a written agreement. The photographer will not continue if there are other cameras or video taping during the session.

\*Session starts at agreed upon time. It is strongly encouraged that the client arrives 15 minutes prior to the start of session. The session will end on scheduled time regardless of client's late arrival time.

\*Please do not bring any children not being photographed to the session.

\*Please make sure hair is combed and face is clean and free of runny noses or eyes.

\*Please avoid eating or drinking orange food or drinks before session, as red and orange tend to leave a stain on the face.

## L. Booking

Once you inquire about a session we will go over available dates.

I will then offer you a slot. This slot will be reserved for you for 3 days. If I don't receive your official booking in those 3 days incl. contract and retainer, my offer will be void and the date and time can be given to the next interested client. Please understand that especially weekend slots are limited and usually booked out a few weeks in advance in most cases.

## M. Turn Around

Sneak Peeks are up within 1-2 days. Proof galleries are ready in 2-7 days. Please allow 2-3 weeks after initial order to receive your prints unless otherwise discussed with Art by Roxanne Photography.

SIGNATURE \_\_\_\_\_  
\_\_\_\_\_

Once your retainer has been received I will email you a copy of this contract, please print a copy for print a copy for your records and email me a signed copy.

Thank you,  
Art by Roxanne Photography