**CLIENT NAME(S):**

**DATE OF SESSION:**

**NUMBER OF POSES/RETOUCHED PHOTOS: Minimum 20**

**LOCATION: La Jolla, CA**

**PHOTO TYPE: digital HD**

**AMOUNT OF PRINTED PHOTOS: 0**

**AMOUNT OF DIGITAL PHOTOS: Minimum 20**

**Contract for Services**

Unless otherwise specified, it is understood that any and all rights to proofs, final or sample prints, thereof shall remain the property of Sarah Firdaus Photography and may not be used for advertising, display or any other purpose other than personal enjoyment.

If Photographer cannot perform this agreement in whole or in part due to a cause beyond the control of the parties, changing of details that no longer fit with the photographers’ originally agreed terms or due to Photographer’s illness or injury, then Sarah Firdaus Photography will return all fees to the client(s) but shall have no further liability with respect to this Agreement. This is the parties’ entire agreement on this matter, superseding all previous negotiations or agreements.

**WAIVER AND INDEMNIFICATION**

Client and it’s agent’s, family members and assignees, if any, shall indemnify, and hold harmless, Sarah Firdaus Photography and Sarah Hennessy from any and all claims for damages arising out of the performance of any of the services contemplated by this Agreement with the exception of intentional or illegal acts.

**DEPOSITS AND RESERVED TIME**

Upon signing this contract, Sarah Firdaus Photography will reserve the time agreed upon and will not make another reservation for the specific time frame. For this reason, all deposits are non-refundable even if the date is changed or becomes canceled for any reason.

**Your Session**

A deposit of $

is due at the signing of this agreement.

An amount of $

will be due on the day of shooting.

**TIME**

Your session starts at \_\_am / pm and ends at \_\_ am / pm.

Client agrees to pay any time spent photographing over the discussed period at $ 100 per hour. (pro-rated)

**No photography/proofs will be released to the client and no rights are granted until timely payment is made in full.**

**DAY OF THE SESSION**

You agree that you will be dressed in your first outfit, and arrive on time to the chosen location.

If you are late, time will be taken from your session or charged under “Extra Time” herein, at the sole discretion of Sarah Firdaus Photography. Friends and family are welcome, so long as they do not interfere with the photographer and the photography taking place. Pictures with friends or family are not permitted unless it has been discussed previously with the approval of the photographer.

**PAYMENT AND PACKAGES**

Payment towards the rest of the package will be required on the day of shooting. You will not receive any prints, nor will an order for prints be placed unless full payment of the entire package is made. Cash, online payment (Venmo, paypal) or personal checks are accepted

forms of payment. For checks, no retouching or work will be done until funds have been cleared. Returned checks are subject to a $35 charge. You may not downsize to a smaller package after you have paid the deposit for that package. However, you may upgrade to a larger package at any time, though it exclude any of the outfit changes. Separate charges will apply for the specified package.

A further payment of all necessary expenses (unless otherwise specified) such as parking, fuel, travel, taxi, hotel charges, etc., to be paid at least 14 days before the date of the event. The Client shall reimburse Photographer for any additional costs the Photographer may incur for travel, meals, parking, and other reasonable costs necessary to the performance of these services.

**RECEIVING YOUR PROOFS, RETOUCHED PHOTOS AND PRINTS**

For small sessions, please allow up to 14 days from the date of your session to receive your proofs. Allow up to 30 days after you’ve selected your photos for retouching and an additional

7-14 days for your prints to be ready. Weddings and engagements are considered large orders, and need 30-45 days separately for each process: receiving proofs proofs, retouching, and prints being ready. Times will vary on season and other factors.

**proofs**

**Proofs are not meant to be full resolution** and only should be used as a reference for the photos to choose for retouching. Photos from the proofs are unedited and may not be posted online for any reason. The posting of an unedited photo online in any place will result in a breach of contract.

**RETOUCHING TIME AND PROCESS**

The retouching process begins once proofs are selected. The time taken to choose proofs will serve as a factor in the retouching process. Clients who choose their proofs first will get their photos retouched first, regardless of when their photos were taken and which package they have. Any approved retouched photos may not be considered for re-editing. All changes are

final once approved and any extra retouching desired by the client is subject to separate charges per revision.

**BREAKS AND MEALS**

The client agrees to provide refreshments or a meal for any event over 5 hours (weddings by default must provide a meal). The photographer reserves the right to a 30-45 minute rest period if event photography requires 6 hours or more.

**COLORING AND RETOUCHING**

Basic retouching includes clearing skin, getting rid of flyways and single strands of hair in the face and obvious blemishes. Basic retouching does not include things like physically changing body shapes, fixing dresses, removing people or things from a photo, fixing clothes/makeup/etc. or adding things to photos. The client may choose to pay per hour for extra retouching.

**COLORS AND STYLES**

Clients may choose between colored or original photos. By default, colored photos will be given. If for any reason the client does not want their photos colored, they will receive original tones brightened and edited slightly. If neither colored nor original versions are satisfactory, the client agrees to pay a separate charge per hour ($100 per hour) for additional coloring choices to be presented. By choosing Sarah Firdaus Photography you acknowledge the style and colors used and agree to allow the photographer to choose the colors based on personal preference.

**UNEDITED PHOTOS/PHOTO POLICY**

Client agrees that unedited photos will not be shared for any reason. The only unedited photos the Client will receive are the thumbnails for the proofs to choose for retouching. Client agrees not to post or otherwise share unedited photos. Only your retouched photos will be released. If you would like to purchase additional photos, you must buy each pose separate from your package.

**All outtakes and unedited photos are the property of** Sarah Firdaus Photography **and are not to be shared, distributed or posted under any circumstances.**

**WEATHER AND SESSION CHANGES/LOCATIONS**

You are able to switch your day because of weather or personal reasons, so long as no other sessions are scheduled that day and it works for the photographer. Locations within 15 minutes of the University City, San Diego, CA are free. Any other location outside 15 minutes of University City is subject to a separate charge based on distance. **Cost of location permits for shooting or availability and the choosing of a location is the responsibility of the client. Unless otherwise stated, all photo sessions come with ONE location. Add-on locations are additional cost.**

**CLIENT’S COOPERATION**

Deliverable items and shots are contingent upon the client performing actions and cooperating with the photographer. The photographer is not liable if the client’s neglect leads to a

compromise of what has been agreed upon. (i.e. agreeing to take photos of a bride getting ready, but she does not make herself available for the time). The Photographer shall not be responsible for photographs not taken as a result of the Client’s failure to provide reasonable assistance or cooperation.

**DIGITAL FILES, CDs AND EXTRA PRINTS**

CDs are not available through Sarah Firdaus Photography. All files will ordinarily be sent digitally through dropbox and will be made available for download. Any additional prints or edited photos ordered are non-refundable, whether or not client decides to keep them.

**REFUNDS**

If you are not satisfied with your photos, you may be refunded half of the total package if the issue stems on the photographers end. You will only be eligible if you have made this known to the photographer before any retouching is made and only if the photographer agrees that it is appropriate. If you choose to re-do your photos for any reason, it will be considered as a new session and you will need to purchase a new package. The deposit is non- refundable. In the event of an emergency, equipment failure or other unforeseen circumstance, the photographer will return any money given up to that point but claims no further liability. Client(s) agree that an entire wedding/event cannot be replicated, reenacted or repeated for the purpose of a re shoot.

**CLIENT’S USAGE**

The Client is obtaining prints for personal use only, and shall not sell said prints. It is not permitted to give photos to vendors having their products or setups photographed in order to

use for advertising or promotion. No commercial use is granted by the issuance of print or digital photos.

**EXCLUSIVITY**

It is understood and agreed that no other photographer will be allowed to photograph or take pictures while the Photographer is working. The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the event/session. Guests, Family and friends of the Client shall be permitted to photograph **using mobile phones only** as long as they shall not interfere with the Photographer’s duties.

**PHOTO REORDERING AND TIME FRAME**

You may reorder more photos from your session by purchasing your digital files. To keep organized and conserve space, your photos may be deleted or unavailable 120 days after your session has taken place, and you waive any and all claims against Sarah Firdaus Photography for the unavailability of such photos, even if you must replace them at your own cost. Therefore, it is recommended you pick your poses out and finalize your choices with the photographer as soon as possible.

**PICK UP AND FINALIZATION**

It is the responsibility of the client to pick up any prints in a timely manner. Pick up time must be appropriate with the photographer and made aware two days before arriving to the pick up location. It is recommended that the client pick up prints within the week that they arrive to avoid any delays or issues.

You will be contacted and made aware when your photos are ready, but it is your responsibility to check your email for your proofs or retouched photos.

By signing, the parties agree that they fully understand and will be bound only by the terms above. Any other terms must be agreed to in writing. Otherwise, the above terms will be considered the consolidated, exclusive terms between the parties.

TODAY’S DATE

PRINTED NAME

SIGNATURE

(17 or younger requires parent/guardian signature)