



Photography Contract

This contract is put into place so that you know exactly what a session with Raspberry Creative includes and so that we are able to deliver on your expectations. Please read all information carefully. Keep this form for your records. If you have any questions, please let us know prior to the session. Thank you.

Date of Contract: _____

Contract With: _____

Date of Shoot: _____ Location: _____

Cost of Photography: _____ *Unscheduled: Additional time is billed at \$65/hour and is due prior to proof delivery.*

SESSION

- _____ 1. Creative fees (non-refundable) cover time and talent only and secure your session date and current prices. Credits and pricing expire 30 days after the proofing gallery is posted. Images and products are sold separately.
- _____ 2. You are responsible for covering additional fees and costs related to location choice (admission, parking, etc.). Travel up to 50 miles from 17844 is included. Time and travel above this will be invoiced (contact me for pricing).
- _____ 3. Because it can be distracting (especially with children) and prevents me from doing my job effectively, absolutely no other cameras are allowed at the photo session. Also, please bring only the people who will be photographed to the session. Too many people in the studio are often distracting especially to children. I need your child's focus to be on me in order to get the best images.
- _____ 4. I would never want to photograph someone who wasn't feeling 100%. If someone becomes ill please call us as soon as possible to reschedule. I maintain the right to reschedule if needed due to inclement weather, illness, emergency, etc. Requests for rescheduling or re-shoots are granted ONLY at my discretion.
- _____ 5. Please remember that I often shoot on a tight schedule. It is very important that you arrive at your scheduled time. If you see you will be late, please call the studio at 570-541-5609. If you arrive more than 15 minutes late without a phone call, I will reserve the right to reschedule. I want your session to be the best it can be as well as those scheduled after yours.

PROOFING & ORDERING

- _____ 6. Within 2 weeks after the session I will post your proofs in a password protected gallery online. This gallery will be hosted for 30 days, so please be prepared to place your order in that time. There is a \$25 charge to upload your gallery for an extra five days.
- _____ 7. Be sure to inspect your images very carefully. Once images and products are ordered, all sales

are final.

- _____ 8. Creative privilege: there are times when an image needs a certain crop or a particular treatment. I will do my best to match your tastes, but I need to have the freedom to decide how to make an image look its absolute best.
- _____ 9. I cannot begin design work or processing orders until payment is complete.
- _____ 10. Please be prepared to place your order during the 30-day period when your gallery is posted. This is strictly to maintain a speedy workflow and to help prevent backlogging for other clients. Images not ordered within 30 days will be archived and after 60 days, destroyed. There will be a \$25 charge added to orders placed after 30 days.
- _____ 11. If you have a request for a small change to an image, please let me know when you place your order. I can address minor changes at no cost (fix blemishes, tighter crop, etc.) but more involved requests are billed at \$25/hour. I will let you know if there will be an extra charge before work is started. Once the requested changes are made, charges apply regardless if the final product is purchased.

DESIGN WORK

- _____ 12. If you purchase items that require design work (invitations, announcements, etc.) we will work with you to incorporate the images, colors, text styles, etc. that you want. Designs include three rounds of revisions. Additional changes are billed on an hourly basis of \$25/hour. You will be notified of additional charges before work begins. Once the requested changes are made, charges apply regardless if the final product is purchased.
- _____ 13. For photo books and other larger design items, please keep in mind that there is a great deal of time and planning that goes into the layouts. Adding, deleting and moving photos can be quite complicated and may affect several aspects of the overall design.

OTHER

- _____ 14. Checks returned to the bank for any reason will be charged a \$35 service charge and sessions/orders will be cancelled if they are not paid in full within three days of notification.
- _____ 15. Raspberry Creative is not responsible for any damages incurred during any session which may result from but not limited to fire, rain, or other acts of nature, beyond reasonable control and cannot guarantee the quality or quantity of photos provided.
- _____ 16. Raspberry Creative is not responsible for any loss or damages incurred during shipping when delivery of orders are not possible in person.
- _____ 17. Raspberry Creative retains copyrights on all images (even those purchased on CD) and reserves the right to use the images and/or reproductions for marketing, display, publication, or other purposes. Under no circumstances can a client use these images for profit, commercial



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endeavors in competitions or for professional display.

- _____ 18. Please do not copy images you have not purchased. Copying or scanning images from your gallery, my website, the blog, or from other printed materials is considered stealing, regardless of the intent for use. I do offer low-resolution files for your Facebook, My Space and Personal Blogs.
- _____ 19. Credits and special offers are non-transferable and are not redeemable for cash.
- _____ 20. A new session cannot be scheduled until ordering is complete on a past session.
- _____ 21. ALL SALES ARE FINAL.

Signature below indicates acceptance of this contract and the terms therein.

Photographer's Signature: _____ Date: _____

Signature: _____ Date: _____