



PHOTOGRAPHY CONTRACT (MINI SESSIONS)

This agreement is between THE CLIENT and GINA GENTILE hereinafter referred to as the "Photographer(s)".

Non-Refundable Date Reservation Retainer: 100.00

To reserve the Session Date, Client shall pay to Gina Gentile ("Photographer"), upon execution of this Agreement, a non-refundable date reservation retainer in the amount of \$100.00. Client understands and agrees that Photographer will not book other sessions during this time. In the event that Client cancels the portrait session or fails to attend the session on the Session Date, for any reason, Photographer shall suffer losses that are difficult to ascertain. As such, Client agrees that, in the event of cancelation or rescheduling by Client, said \$100.00 will be credited to the client's account for use towards another session within the mini session deal dates. After the specified dates have passed, such \$100.00 shall be forfeited by the Client and paid to the Photographer as liquidated damages and not as a penalty. Client and Photographer agree that such amount is reasonable.

MINI SESSION INCLUDES (\$275): 30 minute session on 1 predesigned set, and (5) high resolution digital images with printing rights. You will choose your 5 favorite images from the online watermarked gallery provided. **Please arrive at least 10 minutes before your session is suppose to take place. Lateness WILL cut into your session time, therefore effecting final image count.*

A flash drive/CD/digital download of **ALL** digital images is **NOT** included in the prices above, they are sold separately.

I, the Client, understand that digital images, additional products and prints are sold separately. The \$100 non-refundable date reservation retainer is to hold my date and does not include any digital images or additional products or prints. I have read the price list that was provided to me and understand it fully.

***ALL VIEWING AND PRODUCT PURCHASING WILL TAKE PLACE THROUGH A WATERMARKED ONLINE GALLERY (TO PREVENT IMAGE THEFT) APPROXIMATELY 5-6 WEEKS AFTER THE SESSION DATE. THE CLIENT UNDERSTANDS THAT THE ONLINE GALLERY IS WATERMARKED AND WILL ONLY BE AVAILABLE FOR 7 DAYS AFTER THEY RECEIVE THEIR LINK TO THE GALLERY. GALLERIES WILL CLOSE AFTER 7 DAYS AND WILL REQUIRE A \$75.00 FEE TO REOPEN. PLEASE BE AWARE THAT FULL PAYMENT IS REQUIRED TO PLACE AN ORDER WHEN CHOOSING IMAGES/PRODUCTS.**

No part of any order, including previews, will be delivered until this contract is signed and the balance of your order is paid in full.

It is understood that Gina Gentile ("Photographer") is the exclusive, official photographer retained to perform photographic services requested on this contract. Photographer reserves the right to use negatives, RAW images, edited images and/or reproductions for advertising, display, publication or other purposes, not restricted to use on the web, Facebook, Instagram, business cards, or posters.

Depending on the cooperation of the subject photographed, 10+ fully edited images will be presented for viewing and purchasing.

Original/RAW photographs are not included, only edits. Photographer retains the right to edit the photographs and omit any image. It is understood that the Photographer will not deliver every exposure taken. Client agrees to abide by Photographer's editing decisions.

Client will pick up prints and/or products from the Photographer's studio approximately 7 business days after purchase date* and any purchased digital images on a digital download/USB drive with print release for personal use ONLY. Digital download/USB Drive includes images for personal printing and watermarked web optimized images for use on the web, Facebook, or email. *Please be aware that certain items take longer than others to be completed and shipped. You will be notified immediately upon your orders arrival and pick up times.

Client understands that when publishing photos on websites, i.e. personal website, Facebook, etc., client will not edit the photos in any way, i.e. editing the watermark, cropping, filters, etc. and will only post images that are marked with an authorized Gina Gentile Photography watermark.

Client is responsible for making a backup of all photos from the digital download/USB. Photographer will keep photos for up to 1 year the session Date. Backup copies are for client use only and may not be distributed to others.

Client shall assist and cooperate with Photographer in obtaining desired photographs. Photographer shall not be responsible for photographs not taken as a result of Client's failure to provide reasonable assistance or cooperation.

NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs without Photographer's permission. Violators of this Federal Law will be subject to its civil and criminal penalties. Photographer retains all copyrights to the photographs.

The charges in this Contract are based on Photographer's current price list. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time the order is placed.

This Contract incorporates the entire understanding of the parties. Any modification to this contract must be in writing.

Client will not hold Photographer or the owner of the property liable for any injury that may occur during the session.

All personalized images and/or products are non-refundable or exchangeable. Once an order has been approved and submitted, revisions or changes of any kind cannot be made. Damages, misprints or mistakes to prints/products that are due to shipping or fault of the Photographer, will be corrected and replaced, no refunds or exchanges. Product quality is guaranteed and will be replaced if there is a lab or product defect, as long as it is brought to the Photographer's attention 30 days after delivery, and it is ruled that the defect wasn't caused by the Client.

All retainers and payments are non-refundable. In the event Photographer files suit to enforce any term or condition herein, Photographer is entitled to expenses of litigation including reasonable attorney fees.

RELEASE AND WAIVER OF LIABILITY

I, HAVING AGREED TO ACT AS A MODEL, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the photographer or the owner of the property or persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude my participation in this activity or event. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, spouse, significant other, successors, and assigns as follows:

- 1) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the ordinary negligence of the provider or fault of the photographer or the owner of the property or persons or entities being released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Gina Gentile Photography and/or their owners, the property owners, directors, officers, employees, volunteers, representatives, insurance carrier, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;
- 2) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the photographer or the owner of the property or any persons mentioned in the above paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of such entities or persons or otherwise. I acknowledge that Gina Gentile Photography and their owners, the property owners, directors, officers, employees, volunteers, representatives, insurance carrier, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Gina Gentile Photography. I acknowledge that this activity or event may involve physical activity, and may carry with it the potential for death, serious injury, and property loss. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. I understand that at this event or related activities, I may be photographed. I acknowledge that flash photography or strobe lights may be used during this event or activity. I agree to allow my photo, video, or film likeness to be used for legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I AGREE TO IT AT MY OWN FREE WILL. PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years old): The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

I have read and understood the contents on the pages of this contract and agree to the terms therein. Guardian Consent for Models and/or Clients under 18: I am the parent/legal guardian/supervisor of the following children, and have read this release and approve of its terms in their behalf.