

The Simple Silhouette – Terms & Services Agreement

Client Rights

Regarding the images delivered, as digital files or otherwise, Client's rights are limited to personal use. Photographs may not be sold or used in advertising unless otherwise specified by the Photographer.

Retainer/Payments

The Clients chosen date is not reserved until the retainer has been paid. The remaining balance is due 24 hours before the session. In the event of the Clients cancelling the session for whatever reason the retainer is non-refundable. It will be considered as liquidated damages to the Photographer.

Model Release

The Clients grant the Photographer and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the Clients for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The Clients hereby release the Photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

Copyright Law

The copyright of photographs remains with the Photographer. The Photographer grants the Clients permission to make copies of the images under the following conditions. The images taken by the Photographer are for personal use by the Clients and their friends and relatives. Sale, Publication or any Commercial use of the photographs is not allowed without prior written permission from the Photographer.

Model Release

The Clients grant the Photographer and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the Clients for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The Clients hereby release the Photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

I have the right to post any images I chose to

Liability

If a photographer is too ill or becomes injured and cannot supply the services specified the liability is limited to a refund of any payments received. The Photographers have working methods in place to prevent loss or damage to your images. However, there is the unlikely

possibility that images may be lost, stolen or destroyed for reasons in or beyond our control. In these circumstances' liability is limited to the return of fees paid for the service or part thereof according to the percentage of images supplied.

Receiving Digital Photos & Link

No part of any order, including previews, will be delivered until the balance is paid in full. You'll receive each photo as a high-resolution digital file to enjoy anywhere you want. At the time of planning our session be sure to provide a reliable email. The link to your personal gallery will be emailed no more than 42 business days after the session. Most galleries take approximately 10 business days to complete and deliver, this may vary depending on the season. If you have a specific date you would like your images by it must be provided at the time of booking. If you would like to expedite your gallery before 7 business days it is an additional cost.

Description of Services

This agreement constitutes an order for portrait photography services, and any additional services outlined above in Package. It is agreed to by both parties, Photographer and Client, as described above. Client agrees to pay Total Amount by the Final Payment Due By Date as defined above.

Execution

Digitally signing this agreement has the same effect as manually signing a paper original.