

ForeverJones.Co
Client Agreement

1. This agreement is between ForeverJones.Co and
(print name) _____.

This agreement is for services and products related to a photography or video booking.

2. Fees:

CLIENT agrees to pay the sum of _____. CLIENT agrees to pay the photographer a non-refundable deposit of \$350. The initial payment reserves the photographer's time and is a retainer. CLIENT is responsible for all travel expenses including flight and accommodations. Travel fees will start at \$250, and are required if traveling more than 1hr from Winston Salem, NC.

\$30 per half hour for driving after that. The balance for services must be paid by the day before the session.

3. Work Product

All photos delivered to CLIENT are licensed for CLIENT'S personal use. Photos/video from the session to be delivered to the client with a PIXIESET.com web gallery. There you are able to view your gallery, download, and share full resolution photos. PHOTOGRAPHER must deliver photos in a reasonable amount of time after the session date.

PHOTOGRAPHER will perform post-processing on photos and video editing services.
(Please allow at least 4 weeks for photo delivery. Video can be up to a minimum of 6 weeks)

4. Indemnification:

4.1 - PHOTOGRAPHER is NOT obligated to photograph anything offensive or sensitive.

4.2 - If PHOTOGRAPHER is unable to perform the services in this contract due to any cause outside its control, PHOTOGRAPHER will RETURN IN FULL ALL PAYMENTS made to PHOTOGRAPHER in relation to this session. (This includes the photographer Late arrival, Getting Lost, No Show.)

4.3 Refund will be issued in the case of any equipment theft, damage, or loss related to technological failure, including data loss and corrupt SD files.

4.4 - CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos from this session 60 (sixty) days after the photos or video have been delivered to CLIENT. Please download and save your photos or video on your personal computer or memory drive as soon as possible.

4.5 - CLIENT agrees not to hold PHOTOGRAPHER responsible for any personal injury which may occur as the CLIENT poses or works with PHOTOGRAPHER.

(Only agree to posing situations that you feel comfortable with. We will not be responsible if the client is injured during posing.)

4.6 - PHOTOGRAPHER will capture photos in a professional manner

but not required to cater to specific aesthetic preferences of CLIENT.

4.7-Flying the DRONE will be completely by choice of the photographer/videographer and is not guaranteed for any event.

Weather, restricted zones, and other factors may prevent drone footage from being captured.

5. Duty of Client

CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the venue or location. CLIENT understands and agrees that any failure to obtain these permissions will prevent photographer from photographing the event(s).

6. Exclusive Photographer

CLIENT agrees and understands that no other party other than ForeverJones.co may take pictures of any poses, lighting situations, or setups made by the photographer. This slows down the photographer's work and violates the photographer's right to take pictures of the event. CLIENT agrees to take responsibility for insisting that no person(s) get in the way of the PHOTOGRAPHER or VIDEOGRAPHER.

Also we strongly request and suggest that during the ceremony, guest keep cameras phones/iPads/tablet usage to a minimum. We suggest that before the ceremony, someone make an announcement that the bride prefers no cell phones/iPads/tablets during the ceremony. This will result in more aesthetically pleasing images.

7. Model Release

CLIENT grants permission to PHOTOGRAPHER to use CLIENT'S photos and video for commercial purposes, advertising, personal use, and all other uses.

Therefore, PHOTOGRAPHER may use CLIENT'S likeness and image on website or other advertising. The PHOTOGRAPHER may sale photos containing CLIENT'S likeness to third parties.

8. Cancellation Process

Cancellation of this agreement will forfeit any payments that you have made towards your balance. If canceled because of Covid-19, with proper documentation, we are willing to refund the \$350 retainer fee.

All other payments towards your balance are final.

Package requestedPhoto/Video/or Bundle?

Address _____

City _____

State _____

Zip Code _____

Time _____ to _____

Date _____

Client Signature _____

Photographer Signature _____