

Photography Services Contract/Client Services Agreement @Shayla P. {Camera Artist} 2023

Addy. WA. 99101
509-690-2867

This agreement for photography services is entered into by the person referred to as "Consumer" (you), and Shayla Pollert (the Camera Artist).

BY HIRING, & HAVING A SESSION DONE CLIENT (you) UNDERSTAND, AGREE TO AND ACKNOWLEDGE ALL OF THE FOLLOWING:**DESCRIPTION OF SERVICES**

Shayla Pollert is in individual, doing business as Shayla P. (Pollert), title "Camera Artist".

Shayla Pollert will provide high quality photographic services for the consumer. Unless otherwise noted, one professional photographer will be provided to take photographs using digital camera equipment, producing "Digital Images" in high-resolution JPG or RAW format. In addition to the primary photographer, Shayla Pollert may use additional photographers and/or assistants at her discretion.

Unless otherwise agreed upon, the Digital Images will be delivered to the Consumer electronically on a flash drive provided by the consumer, or placed at Black River Imaging or Mpix for client to purchase at their leisure. Shayla Pollert will keep digital negatives for (1) month after job completion date. Consumer has up to a month to provide Shayla Pollert with a flash drive for their images. After one month, Images may be removed from Shayla Pollert's databases at the discretion of Shayla Pollert.

BOOKINGS

At least 50% down is required to book your session.

CANCELLATIONS

Since openings are very limited and there is usually someone else waiting to take a client's spot if they cannot make it, there may be a \$50.00 cancellation fee for clients who cancel less than 4 days before their session. To avoid the cancellation fee client must let Shayla Pollert know at least 4 days before their scheduled session that they cannot make it.

September through November the cancellation fee may increase to \$75.00 for clients who cancel less than one week prior to their scheduled session.

COOPERATION & AVAILABILITY

The parties agree to cooperation for the best possible results. In the case of large events and in order to help achieve the best results possible at large events, either the Consumer or their assignee's must point out individuals/groups that are important to have photographed. It is the Consumer's responsibility to ensure that key individuals are on time, available, and prepared to be photographed.

SMALL CHILD COOPERATION

Whereas Shayla Pollert is *highly* experienced and skilled in photographing small children, consumer understands by signing this contract that small children are often unpredictable, and at times uncooperative. In the case of uncooperative children, Shayla Pollert takes a more candid, un-posed approach. In the case of uncooperative small children consumer understands that Shayla Pollert will do the best she can do, but no shot or pose is guaranteed.

DESIRED SCENES/POSES

If the consumer has requested poses/scenes, they must be sent to Shayla Pollert with the scenes at least 7 days in advance of their session. Client understands some locations will not photograph well depending on the lighting of the area. While every attempt is made to accommodate the Consumer's desired list of photographs and create the best images possible, no image is guaranteed. Consumer also understands that each photographer's style is unique, often taking a photographer years to refine and achieve. Shayla Pollert is practiced in her unique style and may not be able to achieve each aspect of another photographers look. Client understands Shayla Pollert does not shoot between specific hours of the day.

ONLINE SHARING POLICY

Pictures uploaded to Facebook or other online source will also contain a watermark. Watermarks must never be cropped out of photographs put online. Cropping, or manipulating the image in anyway to remove the watermark is illegal. Disregard for this request may result in immediate removal of online albums. Images produced by Shayla Pollert that are put online MUST have a watermark.

DIGITAL NEGATIVES

Rights are NOT granted to print the images produced by Shayla Pollert at cheap printers such as Walmart, CVS, Sam's Club, Costco, Shutterfly, Kodak, or other such places. These places are NOT INTENDED for professional image printing, the results are very poor and do not last. The printing machines at places like this do not have the capabilities of reading professional edits, and many of them replace the beautiful colors the photographer adds with bluish grey tinges. You may print your images through Black River Imaging, Mpix, or Loktah.

FACEBOOK POLICY

If consumer chooses to use images taken by Shayla P. {Camera Artist} on Facebook or any other social networking sites (as a profile picture or other), consumer agrees to do the following;

1. tag Shayla P. {Camera Artist}'s Facebook page or "Shayla Marie"
2. add links to Shayla P. {Camera Artist}'s Facebook page and website (www.shaylapcameraartist.weebly.com)
3. share their Facebook album on their timeline once it is uploaded.

IMAGE MANIPULATION

Consumer agrees that in purchasing Digital Negatives, they will not alter their image in any way using Photoshop or any other editing software program. Editing rights of Shayla Pollert's images are reserved to Shayla Pollert exclusively. Images uploaded online to services such as Facebook must be left as is. All of Shayla Pollert's images are copyright protected. All Rights Reserved. PLEASE NOTE, it is illegal to print, crop, alter, or use any photographer's images (including Shayla Pollert's) in any way without permission from the author.

COPYRIGHT, LICENSE TO USE, AND MODEL RELEASE

It is understood that Shayla Pollert owns the copyright to all of the Digital Images and reserves the right to use them for display, publication, advertising, portfolios or other purposes.

PAYMENTS, CORRESPONDENCE

Please send payments and correspondence to: Shayla Pollert 2544 Crosscut Way, ADDY, WA. 99101

LIMITATION OF LIABILITY

Although the utmost and greatest care will be taken with the Digital Images, this contract limits the entire liability for any claim, loss, injury or failure to deliver Digital Images to the return of any fees paid by the Consumer under this contract. Consumer agrees to indemnify, defend and hold Shayla Pollert and their employees, successors and assistants, harmless for any and all liabilities, damages, claims, suits, judgments, costs, fees and expenses that arise as a result of or in connection with the services provided.

Consumer also agrees to indemnify, defend and hold Shayla Pollert and their employees/volunteers successors and assistants, harmless for any and all liabilities, bodily injuries, damages, claims, suits, judgments, costs, fees and expenses sustained while on/in Shayla Pollert's property, home, or vehicle.

OTHER SERVICES

Edits included in your packages include adjusting the colors, skin retouching and editing, and very slight slimming *if desired*. Advanced edits such as eliminating tan lines, fixing clothing, and other in depth edits are not included and are charged at \$30.00 per hour.

FORTHRIGHT DEALINGS

In the case of the consumer being another photographer, an associate or friend of one, consumer agrees by signing this agreement to be forthright in all dealings. Consumer agrees not to attempt to duplicate or pilfer information on Shayla Pollert's style, unique techniques, or clients.

BARTERING AND PAYMENTS

I {Shayla Pollert} does accept barter's and/or donations in trade for photography services. All trades must be agreed upon by prior to booking. In trading, the consumer must provide a receipt of the item they are trading. It is suggested that you keep the original receipt, and make a copy for Shayla. Since Shayla Pollert is only able to accept 1 or 2 customers per month, payments and gift cards must be sent at time of booking in order reserve your session date. IMPORTANT; if you would like proof that Shayla Pollert has received your gift card, send your payment/cards via certified mail, (WITH a copy of the receipt) so that she must sign for the payment and thus providing you with a receipt/proof of our transaction. Upon receiving the card, if the correct amount is not on the card, I will promptly return the card to the consumer via certified mail and booking will not be held until the correct amount is provided on the card.

TRAVEL FEES AND DETAILS

There may be a \$20.00 travel fee for locations more than 8 miles from Addy, WA.

PRINTS/ALBUMS/PRODUCTS

Shayla Pollert does not generally sell prints, albums, or any product. Shayla Pollert only provides quality Digital Negatives uploaded to online printing companies, and or onto external hard drives provided by consumers. All products are purchased directly from companies that Shayla Pollert works through.

HARD LIGHT SITUATIONS

Also due to technical limitations, the consumer acknowledges by signing that they understand photographs taken in hard sunlight/light will have portions of the photograph that are very bright, as well as some underexposed portions, and photographs also may not turn out as expected. Shayla Pollert tries not to schedule sessions during hours of hard light unless she is asked to do so.

LOW LIGHT SITUATIONS

Due to technical limitations, the consumer acknowledges by signing that they understand any photographs desired of low light situations may not turn out as expected. In situations where flash photography is prohibited or is deemed to be unsafe, the Consumer agrees to accept the Digital Images as-is, given the technical limitations of low-light photography.

PROCESSING TIMES

Processing times will vary depending on size of job, time of year, and other factors. Typically jobs are processed within one months time but this is not a guarantee. Some jobs may take longer. If you would like a rush process on your job please let Shayla Pollert know. Rush processing fees are an additional \$7.00 per image and \$130. for album designs. Rush jobs are moved to the front of the line (unless another rush job is already in place) and typically processed within 8 days depending on size of job and if there is another rush job previously set. Please note, this does not include the lab processing time.

By signing this contract, Shayla Pollert and the Consumer agree to all of the terms and conditions stated in this contract.

SIGNATURE _____ DATE _____

PLEASE PRINT NAME _____