



Contractual Agreement

TERMS & CONDITIONS

1. It is understood that Sherry L. Freeman ("Photographer") is the exclusive, official photographer retained to perform the photographic services requested by the Client within this Contract.
2. The Photographer may substitute another photographer to take the photographs in the event of her illness or unforeseeable conflicts in scheduling. In the event of such substitution, Freeman Photography & Design warrants that the photographer taking the photographs shall be a competent professional offering a comparable service and quality level.
3. Session fee must be paid on or before the session date. Preview images will not be available until the session fee has been paid in full.
4. No part of any order, including digital images, will be delivered until the order balance has been paid in full.
5. Freeman Photography & Design reserves the right to use images created under this contract for advertising, display, publication or other purposes as they deem appropriate. The Client signing this contract warrants that he or she has actual authority to agree to the use of the likeness of all persons included in the portrait in this manner and shall indemnify and defend Freeman Photography & Design in the event of litigation arising out of such use.
6. Negatives, digital files and previews remain the exclusive property of Freeman Photography & Design.
7. Upon signature, the Photographer shall reserve the time and date agreed upon, unless otherwise rescheduled.
8. All session fees and deposits are non-refundable, even if the session is rescheduled or canceled for any reason other than inclement weather.



9. If, in the opinion of the Photographer, inclement weather or other adverse conditions prevent the creation of a portrait meeting the artistic standards of Freeman Photography & Design, the Photographer may elect to use an alternate location or to reschedule the session.

10. If Freeman Photography & Design cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographer's illness or emergency, then the Photographer shall return any deposit or sitting fee to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event that Freeman Photography & Design fails to perform for any other reason, Freeman Photography & Design shall not be liable for any amount in excess of the retail value of the Client's order.

11. Freeman Photography & Design is not responsible for any damaged products after successful delivery of said products. The Client is responsible for protecting and caring for his/her printed and/or digital products. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

12. The charges in this Contract are based on Freeman Photography & Design Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the session is scheduled. Sales tax will be added to all print orders.

13. NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce negatives, digital images and printed photographs elsewhere without the permission of Freeman Photography & Design, in the form of a Print Release Form, and violators of this Federal Law will be subject to its civil and criminal penalties.



14. REGARDING DIGITAL IMAGES: Client may purchase digital images at the rate of \$60 per digital image, *if and only if* the Client purchases a minimum of \$150 in printed products. Digital images purchased will be delivered either via web-based digital download or email. If the Client loses or damages the images, Freeman Photography & Design will not be liable for such loss or damage and will not replace lost or damaged files. It is highly recommended by the Photographer that clients immediately back-up any digital files on an external drive or an online cloud storage. Digital images purchased by the Client still remain the property of Freeman Photography & Design, and may not be altered in any way, shape or form, including but not limited to: editing the overall style of image, color/contrast/exposure changes, cropping portions of the images, adding objects/persons/graphics and deleting objects/persons/graphics. Digital images purchased by the client may not be shared with other persons and may not be resold. Violators of this Federal Law will be subject to its civil and criminal penalties.

15. REGARDING VIEWING & PRINTING IMAGES: Please note that all images produced by Freeman Photography & Design have been done so with the use of color calibrated monitors. Monitors used by the Photographer have been calibrated to meet printing standards, thus color changes may occur when images are viewed on non-calibrated monitors. Also note that images viewed in non-professional editing programs will appear less sharp than if the same images are viewed using a professional program. Printed images will be correct in color, sharpness and other variables that may be affected by non-calibrated monitor and non-professional programs, that is, if the printed images have been produced by a professional imaging lab. In order for printed images to meet the quality of the original digital files, they must be printed on high-quality photographic paper or on other professional photographic mediums, and done so by a professional lab. It is highly recommended that the Client order printed images from a reputable, professional lab to ensure that the quality of his or her digital images is met. Freeman Photography & Design is not liable for the quality of images printed by any imaging lab, both professional and non.

16. This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties.

APPLICABLE LAW

This contract shall be governed by the laws of the Country of the United States in the State of Illinois and any applicable Federal Law.



GENERAL PRINT RELEASE FROM PHOTOGRAPHER TO CLIENT

You **are** allowed to print your images as often as you'd like, for as long as you want! Feel free to share them online, tag people, or add them to galleries.

You **are not** allowed to alter images, claim them as your own, or remove the watermark/logo (if applicable), and they cannot be distributed, duplicated, or used for advertising (marketing or branding) and/or commercial use for financial gain - without prior consent from Photographer (SHERRY L FREEMAN).

Photographer (SHERRY L FREEMAN) is not liable for coloring errors, print quality, or cropping of any images not printed directly from the photographer's personal choice of lab.

This print release form only grants permission to **print**. Copyright ownership remains with Photographer. To use any photos, please contact Sherry at *freemanclicks@gmail.com* to discuss terms.

By using these images, you agree to the terms as stated above.



FULL RELEASE FROM CLIENT TO PHOTOGRAPHER

For good and valuable consideration, the receipt of which is hereby acknowledged:

I _____ ("Client") hereby grant Sherry Freeman ("Photographer") of *Freeman Photography & Design* permission to use my likeness in a photograph in any and all publications, including but not limited to all of Sherry Freeman's printed and digital publications. I understand and agree that any photograph using my likeness will become property of Sherry Freeman and will not be returned.

I acknowledge that since my participation with Sherry Freeman is voluntary, I will receive no financial compensation.

I hereby irrevocably authorize Sherry Freeman to edit, alter, copy, exhibit, publish or distribute the photos from our session for purposes of publicizing Sherry Freeman's works. This authorization includes but is not limited to: presenting, speaking, writing, and uploading photos from our session (i.e. portfolio, websites personal and commercial, literary, social media, or any other place she may be able to share or reference her work, or for any other related lawful purpose).

In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photographs.

I hereby hold harmless and release and forever discharge Sherry Freeman from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

Printed Name: _____ Date: _____

Signature: _____

Signature of guardian if under 18 years of age: _____