

Photography Contract and Model Release

Please bring with you to your Session to turn in, signed.



Client Name(s): _____

Complete Address: _____

Daytime Phone: _____

Email: _____

Photo Session Appointment Date: _____

Time: _____ Location: _____

Payment method: Credit Card Cash Check

Payment status: Retainer Fee Final Payment Paid in Full

Additional Comments/Special Requests:

Terms and Conditions

1. It is understood that Kristen Buccini is the exclusive official photographer retained to perform the photographic services requested on this Contract.
2. Kristen Buccini may substitute another photographer to take the photographs in the event of Kristen Buccini's illness or of scheduling conflicts. In the event of such substitution, Kristen Buccini warrants that the photographer taking the photographs shall be a competent professional.
3. No part of any order, including previews, will be delivered until the balance is paid in full.
4. Negatives, digital files, and previews remain the exclusive property of Kristen Buccini Photography.
5. Upon signature, Kristen Buccini Photography shall reserve the time and date agreed upon. Unless Kristen Buccini Photography is able to fully replace the cancelled reservation, all Session Fees and retainers/deposits are non-refundable, even if the portrait is rescheduled or cancelled for any reason other than inclement weather. If, in the opinion of photographer, inclement weather or other adverse conditions prevent the creation of a portrait meeting the artistic standards of Kristen Buccini, the photographer may elect to use an alternative location or reschedule the portrait.
6. If Kristen Buccini Photography cannot perform this contract due to fire or other casualty, strike, or any other cause beyond the control of the parties, or due to photographer's illness or emergency, then the photographer shall return Session Fees and retainers/deposits 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 Kristen Buccini Photography fails to perform for any other reason, Kristen Buccini Photography shall not be liable for any amount in excess of the retail value of the Client's order.
7. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of the dyes, and Client releases the Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
8. Client understands that the final number of delivered images is dependent on photographers discretion and that any unsuitable images (blurry, doubles, under/over exposed) will be permanently discarded.
9. The charges in the Contract are based on Kristen Buccini Photography's Package and Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
10. NOTICE OF COPYRIGHT: It is ILLEGAL to modify, copy, or reproduce these photographs without Kristen Buccini's permission and violators of this Federal Law shall be subjected to its civil and criminal penalties.
11. This Contract incorporates the entire understanding of the parties. Any modification of this Contract must be in writing and signed by both parties.

Adult Model Release

Initials

For valuable consideration received, I grant to Kristen Buccini ("Photographer") the absolute and irrevocable right and unrestricted permission concerning any photographs that she has taken or may take of me in which I may be included with others, to use, reuse, publish, and republish the photographs in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name in connection with any use if she so chooses. I release and discharge Photographer from any and all claims and demands that may arise out of or in connection with the use of the photographs, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Photographer, as well as the person(s) for whom she took the photographs. I am a legally competent adult and have the right to contract in my own name. I have read this document and fully understand its contents.

Minor Model Release

Initials

In consideration of the engagement as a model of the minor named below, and for other good and valuable consideration that I acknowledge as having received, I hereby grant the following rights and permissions to Kristen Buccini ("Photographer"), her legal representatives and assigns, those for whom Photographer is acting, and those acting with her authority and permission. They have the absolute right and permission to take, use, reuse, publish, and republish photographic portraits or pictures of the minor or in which the minor may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with the minor's own or a fictitious name, or reproductions of such photographs in color or otherwise, made through any medium at Photographer's studios or elsewhere, and in any and all media now or hereafter known, including the internet, for art, advertising, trade, or any other purpose whatsoever. I also consent to the use of any published matter in conjunction with such photographs. I specifically consent to the digital compositing or distortion of the portraits or pictures, including without restriction any changes or alterations as to color, size, shape, perspective, context, foreground or background. I waive any right that I or the minor may have to inspect or approve any finished product or products or the advertising copy or printed matter that may be used in connection with such photographs or the use to which it may be applied. I release, discharge, and agree to hold harmless and defend Photographer, her legal representatives or assigns, and all persons acting under her permission or authority or those for whom she is acting, from any liability by virtue of any reason in connection with the making and use of such photographs, including blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy. I hereby warrant that I am a legal competent adult and a parent or legally appointed guardian of the minor, and that I have every right to contract for the minor in the above regard. I state further that I have read the above authorization, release, and agreement, prior to its execution, and that I am fully familiar with the contents of it.

I have read and understand this agreement, including the terms and conditions, and agree to be bound by them. This release shall be binding upon me and my heirs, legal representatives, and assigns.

Client Signature(s): _____

Date: _____