

FAMILY PORTRAITS

FIRST AND LAST LEGAL NAME (OR COMPANY NAME):

ADDRESS:

PHONE NUMBER:

EMAIL:

SESSION DATE:



This contract is between M.Yazbeck Media: Photography & Videography, referred to as Maryna Yazbeck and the client

Responsibilities: While Photographer will make every reasonable effort to take photos specifically requested by Client, Client understands that this is an uncontrolled event and that due to the vagaries of the weather, available light, time restrictions and the willingness of subjects, Photographer cannot guarantee that ALL requested photographs will be taken.

Photographer takes the utmost care with respect to exposure, transportation and processing the photographs. However, in the unlikely event that all the photographs have been lost, stolen, damaged or destroyed for reasons beyond Photographer's control, Photographer's liability is limited to the return of all payments received for the session. The limit of liability for a partial loss of originals shall be a prorated amount of the package selected, based on the percentage of originals lost.

If Photographer or his agent is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness, or technical problems and if he cannot provide another competent professional session, all money received by Photographer, minus expenses, will be returned to the Clients and the Photographer shall have no further liability with respect to this agreement.

**DURING THE SESSION:** The first 10 minutes of the session I usually give minimal direction to see how you do naturally. Some clients don't need any guidance while others maybe need full guidance. I am happy to do both. Typically I will show you how to pose by posing myself, if you still didn't quite get it I will guide you further, and may need to physically adjust you. I will show you photos after each scene/set. I strive to take the best shots possible so we may shoot some things and you never see them because they simply were not up to par. I will only make an exception if during the shoot you say you loved a particular photo. **No friends or partners are allowed to come watch unless they are participating in the shoot or were approved prior. Changing, getting read, adjusting make up hair counts towards your session time.** Your number of changes is usually given in an prior to the session based on the package you've selected.

I try my best to work with newborns and babies, and this is why our sessions are short and we move around lots to keep them interested and engaged, I also doesn't stop taking photos the entire session to make sure I gets good shots. We also offer headswaps in post-production and other alternatives to make sure you walkway with some GOOD photos in the event the baby is uncooperative the ENTIRE session. **However in the unlikely event your baby is UNCOOPERATIVE, the session fee is NON Refundable. However a re-shoot will be offered free of charge. (Conditions apply)**

**Coverage:** Photographer will provide coverage for the dates, locations and continuous hours specified in this Agreement. Additional travel or coverage hours may be added by agreement on the session day and must be paid in full before any photos or products are released to the Clients. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only.



**Delivery:** *Photos will be delivered through an Online private gallery. Photos are selected by the photographer using her professional judgment and sole discretion. Such selection shall constitute all images that will be available to the Clients. All photos are delivered edited in High Resolution at 300dpi with a maximum pixel size of 3000X2000 in JPEG. If photos are required to be larger, that shall be agreed upon between the Photographer & Clients during their consultation. ABSOLUTELY NO RAW files shall be given to the Clients.*

*The amount of photos you receive is based on your package.*

**Payment:** Price for each session is based on the package you selected, which is outline in the quote/invoice. Half the session fee is paid before the session and the other half after the session but before receiving the photos. Payment can be made through our website with a credit card or PayPal. We also accept e-transfer to yazbeckmaryna@gmail.com

**Copyrights and Reproduction:** All photographs taken by Maryna Yazbeck are the property of Maryna Yazbeck and are protected by Canada Copyright Act ((R.S.C., 1985, c. C-42). The Photographer shall retain the copyrights in perpetuity, regardless of possession or ownership of photographs, digital files or any other format of reproduction. You agree not to make copies for sale or for the purpose of circumventing sale of the images by Maryna Yazbeck. Clients may reproduce images for advertising their business in any way.

**Agreement:** This agreement is not valid until it is signed by the Client and the Photographer. This is a binding contract and incorporates the entire understanding between the Client and Maryna Yazbeck. Any modifications of this contract must be in writing, signed by all parties and attached to the original agreement.

**Model Release:** This contract serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners without restriction as to changes or alterations, for advertising, trade, promotion, exhibition or any other lawful purposes. **Client shall have the right to inspect or approve the photographs**, finished versions incorporating the photographs or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs and assigns. The Client recognizes and agrees that the Photographer may reproduce, publish, exhibit and otherwise use images created without specific identification of persons or events as samples of work to be shown to prospective clients, for instructional purposes and as samples of work to be displayed for marketing or competition.

**WAIVER OF LIABILITY RELEASE** By agreeing to a photography session with Maryna Yazbeck, I am hereby waiving, releasing, and discharging Maryna Yazbeck and all its affiliates, from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me or my family including my traveling to and from this event. Maryna Yazbeck is not responsible for any injuries inflicted upon any participating parties. Client swears that each person is participating voluntarily in the said photography session and forfeit all right to bring a suit against Maryna Yazbeck for any reason. Maryna Yazbeck is not responsible for uncooperative parties.

The Client signing below will be fully responsible for ensuring that full payment is made according to the terms of this contract. Clients assume responsibility for all collection costs and legal fees incurred by Photographer should enforcement of this contract become necessary.

In event that any part of this contract is found to be invalid or unenforceable, the remainder of this contract shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this contract shall not constitute a waiver of any other portion or provision of this contract.

The photographer is not responsible for mistakes due to missing or incorrect information.

Client's Name:

Signature:

Date: