

M.YAZBECK MEDIA

# PHOTO SHOOT AGREEMENT

Client's First &amp; Last Name \_\_\_\_\_

Address  
\_\_\_\_\_

Phone number \_\_\_\_\_

Email \_\_\_\_\_

Session Type / Fee / Date \_\_\_\_\_

**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, 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.

Initials: \_\_\_\_\_

**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.** Photos will be held for a period of 6 months, after which they will be permanently deleted. **DOWNLOAD AND BACK UP ALL IMAGES ON YOUR PERSONAL DEVICES.**

**Payment:** The agreed upon fee between the Client and the Photographer for the session is due at the time of the shoot unless other previous arrangements are made with the Photographer. Any charges incurred in shipping prints or products will be billed to the client. Prices for prints and products are valid for a period of thirty days after the date of your session.

**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 to purchase prints and products directly from Maryna Yazbeck unless in possession of high resolution digital files. You agree not to make copies for sale or for the purpose of circumventing sale of the images by Maryna Yazbeck. Clients may not reproduce images in any manner without Photographer's explicit written permission.

**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 NOT 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. **\*\*THIS SECTION IS VOID FOR ALL BOUDOIR SESSIONS.\*\***

Initials: \_\_\_\_\_

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 \_\_\_\_\_

**Maryna Yazbeck**  \_\_\_\_\_

#406, 55 Alexendar Street, Vancouver, BC, V1A 1B2, Canada.

Date \_\_\_\_\_

**Model release (BOUDOIR ONLY):**

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.

**Signature:** \_\_\_\_\_