

# vanwalk:photography

Name (person responsible for payment): \_\_\_\_\_

Name of Subject(s): \_\_\_\_\_

Phone: \_\_\_\_\_ email: \_\_\_\_\_ @ \_\_\_\_\_

Address: \_\_\_\_\_

Session Date: \_\_\_\_\_ Session Type: \_\_\_\_\_

Extras: \_\_\_\_\_ Payments: \_\_\_\_\_ Amount Total: \_\_\_\_\_ Paid: \_\_\_\_\_

Session Location: \_\_\_\_\_

Commercial Usage Approval: Yes No \_\_\_\_\_

Print for Commercial Use: Yes No \_\_\_\_\_

**Agreement Overview:** This agreement contains the entire understanding between vanwalk:photography and the client. The only way to add or change this agreement is to do so in writing, signed by all parties. If the parties want to waive just one provision of this agreement that does not mean any other provision is also waived.

**1. Images and Copyright:** The photographs produced by vanwalk:photography are protected by Federal Copyright Law (all rights reserved) and may not be produced or processed in any other way than specified in this section. Commercial use of images is strictly prohibited unless checked and initialed by both parties in above section. Images may not be entered into contests or submissions without the written or verbal consent of vanwalk:photography. Only prints for personal use are allowed unless agreed upon in above section. No form of editing (colour manipulation, major cropping, addition of text or graphics) can take place after the photos have been released by vanwalk:photography. Any specifications about editing should be made post photoshoot upon viewing the images online or in person. When posting photos online (facebook, twitter, tumblr etc.) proper credit should be given for extended advertising purposes. It is against the law to take credit for photos you did not take yourself. Vanwalk:photography, while allowing you the use of the photos for printing or commercial use (if agreed upon above) still owns the rights to the images. At any time, without your approval, the images can be used for advertising, any kind of promotional material, posted online or printed for portfolio use.

**2. Payment:** Payments (in amounts under \$100) must be made in full at the time of your photoshoot. In amounts exceeding \$100, payments will be negotiated and agreed upon by both parties. The only acceptable forms of payment are cash, cheque, or trade (if agreed upon prior.) A receipt will be issued to you upon pickup/delivery of your photos.

**3. Refunds:** There will be no full refunds on photoshoots. If for some reason you are dissatisfied with your photos a **valid** reason must be agreed upon by both parties and a reshoot will take place. Once you have received your photos, complaints about posing/exposure/style are invalid. Any concerns or complaints about photos can only be made at the proofing stage to avoid theft of images. If you would prefer a refund you are entitled to 50% of your money back and no photos.

**4. Proofing:** An online proofing gallery will be made available to you until your photos have been delivered to you. A watermark will be on each proof to ensure security of images, absolutely no screen grabs/save as's. At the time of proofing be sure to make any editing requests known. If nothing about the photos is said, you will get the photos as they appear in the album. This is your last chance to see your photos before they are released to you. Request any changes or report any problems at this time only.

**5. Liability:** If anyone in the photographed parties damages any camera gear/props belonging to vanwalk:photography, that party is fully responsible for the repair, or replacement of said gear/props.

\_\_\_\_\_  
Date: \_\_\_\_\_  
Client (print and sign)

\_\_\_\_\_  
Date: \_\_\_\_\_  
Photographer