

Gia Marie Photography

School Photographs October 25, 2021

GiaMariePhotography.com

giamariephotography201@gmail.com

This is such an exciting year for your child & I am happy to capture their sweet little smile! Keeping it simple we will be offering one package with a digital release for you to print & share how you like. Student's will have their picture taken against a backdrop and you will receive a link to an online gallery to download the images you prefer. Please be sure to include your email at the bottom of this form.

\$38 Photo Package

- Choice of 2 edited digital downloads delivered in an online gallery
- Class Photo

Add ons:

- \$10 each additional download
- \$10 for a sibling picture (you do not need to use this option if it is one of the 2 images you select as part of your package)

Please complete the bottom portion and sign the back of this agreement. Payments can be made via check to Gia Schneider or through Zelle using the number 845-521-2296. Please back pack the form and check with your child; as their teacher will be collecting them prior to picture day.

Student Name _____

Parent Email _____

Sibling Picture Needed: YES NO

Backdrop: Light Blue Velvet

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1. **Agreement/Jurisdiction:** The person(s) whose signature(s) appear on this contract, known as "Client", agree that Gia Marie Photography, known as "Photographer", shall provide services to photograph their family in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties. Any modifications must be in writing and signed by both parties. The laws of the State of New Jersey shall govern this contract, and any resulting arbitration shall take place within Bergen County, New Jersey. Client assumes responsibility for all collection costs and legal fees incurred by Photographer should enforcement of this contract become necessary. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

2. **Retainer and Payment:** Client shall reserve the time and date of services by completing the online booking process. Session must be paid in full. Payment is nonrefundable; except in circumstances due to a severe weather occurrence in which The Photographer must cancel the session.

3. **Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. All photographs taken by Gia Marie Photography, will remain her property and are protected by United States Copyright Laws (USC Title 17). Client hereby waives any claims for ownership, income, editorial control and use of the images. Violators of this federal law will be subject to its civil and criminal penalties. When high-resolution digital files are provided, this contract serves as a written release, which grants the Client the right to reproduce the images, provided for their personal use only and does not allow the photos to be altered, sold or published. Client further agrees not to supply images to any third parties without prior agreement and approval from Photographer (including vendors associated with the wedding or album designers).

4. **Client's Usage.** The Client is obtaining prints and/or digital copies for personal use only, and shall not sell said images/prints.

5. **Gallery:** Upon receipt of digital images, Client accepts all responsibility for archiving and protecting the photographs. Photographer does not permanently archive image files. Photographer is not responsible for the lifespan of any digital media. Items will be stored in an online gallery for 14 days from delivery.

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

8. **Model Release:** This contract serves as a model release giving Gia Marie Photography the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Gia Marie Photography. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), 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.

9. **Children and Newborn Sessions:** (in addition to the contract's entirety) Any Client who is late arriving to the session will have the amount of time late deducted from the time allotted for the session. The Client shall maintain control of other subjects including siblings. Attendees of the session are prohibited from taking photographs on personal devices.

10. **Indemnification:** The Photographer shall be held harmless for any and all injury to client during the course of the photography session. You acknowledge that an inherent risk of exposure to severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), the virus that causes COVID-19, exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and people with certain underlying medical conditions are especially vulnerable. By signing this agreement you voluntarily assume all risks related to exposure to SARS-CoV-2 and hold The Photographer harmless.

Print Name _____

Signature _____ Date _____