

# Client Session Contract

Hanover, PA 17331  
www.thejourneyisthelife.com  
carlablong@thejourneyisthelife.com  
717.873.7906 (cell)



THE  
JOURNEY  
IS  
THE  
LIFE

DATE OF SESSION \_\_\_\_\_

### CLIENT INFORMATION (PLEASE PRINT)

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Country \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

### PHOTOGRAPHER REPORT TO

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Country \_\_\_\_\_ Phone \_\_\_\_\_

Phone \_\_\_\_\_

Time \_\_\_\_\_ A.M. P.M.

### ADDITIONAL INFO

Number of People \_\_\_\_\_

Number of Minors 9-12 \_\_\_\_\_

Number of Adults \_\_\_\_\_

Number of Minors 6-9 \_\_\_\_\_

Number of Minors 13-17 \_\_\_\_\_

Number of Minors 1-5 \_\_\_\_\_

Number of Minors under the age of 1 \_\_\_\_\_

This is a legally binding contract between Carla B. Long of The Journey is the Life Photography and the Client, stated, \_\_\_\_\_. It supersedes all previous agreements (verbal or written) between parties. The only way to add or change this agreement is in writing and signed by all parties. If any parties waive or alter part of this agreement, the rest of the agreement becomes void.

Upon signature and payment of the retainer, The Journey is the Life Photography shall reserve the agreed-upon time and date and will not make other reservations for that time and date. For this reason, unless the Studio can fully replace the canceled reservation, all retainers are non-refundable.

Securing an event/session requires a signed contract and retainer.

**Non-Refundable Retainer Amount:** 50% of the total cost

**Due:** Reserve Session Time Slot

**Remaining Balance Due:** at the beginning of the session

Once payment is received in full, the order, including previews, will be delivered.

**Cancellations:** If the event/session is canceled or postponed by the Client more than 30 days prior to the event/session, the non-refundable retainer payment will not be returned. The Photographer suffered the agreed loss due to cancellation. If the event/session is canceled within 30 days of the event/session, the total amount will still require payment and will be non-refundable. In the unlikely event/session, the Photog-

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rapher determines that she cannot complete the coverage due to unforeseen circumstances. All money (including the retainer) will be returned to the Client.

\_\_\_\_\_ initials

**Limit of Liability:** In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any circumstance, the liability of one party to the other shall be limited to the contract's total value. Neither party shall be liable for indirect or consequential loss. Any legal matters will be held in the Photographer's home state. The client will pay any legal fees incurred by the Photographer due to a Client prosecution.

\_\_\_\_\_ initials

**Copyright, Reproduction, and Model Release:** NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Journey is the Life Photography permission, and violators of this Federal Law will be subject to its civil and criminal penalties. The Photographer retains the copyright of the photographs at all times throughout the world. A digital catalog of pictures has been included for the Clients as part of the event/event collection. These photographs may consist of a print release; if a print release is included, photos may be printed or displayed online for personal use. Commercial uses must be expressly approved in written form by the Photographer and include a citation. The Photographer retains the right to use the photographs to advertise or promote her work. The Client agrees not to sell any of the files or prints without written permission from the Photographer. The Client agrees that they are signing a model release to allow their photographs (of themselves) for the Photographer's business purposes. The Journey is the Life Photography reserves the right to use photographs and/or reproductions for advertising, display, publication, or other purposes. Negatives, digital files, and previews remain the exclusive property of The Journey is the Life Photography.

\_\_\_\_\_ initials

**Social Media:** This clause applies to all social media, including Facebook, Instagram, Snapchat, blogs, etc. When the Client publishes online, it is required that a citation of Photographer be made. The Client agrees that they will under no circumstances alter the Photographer's photographs that are placed in public on the Internet. The Client agrees to be responsible for any family member or friend who posts our photographs online and agrees that they cannot be cropped (with the exception of the forced cropping to fit a predetermined space), altered in color, or edited in any way, this includes filters and softening of facial features.

\_\_\_\_\_ initials

**Retention of Delivered Files:** Once the prints or JPEG files [for an additional charge] are delivered to the Client, it is the Client's sole responsibility to protect and retain their images for the future. It is highly recommended that DVDs or USB drives be duplicated and stored in multiple cool and dry locations. (Technology can be fickle; one of the best ways to ensure the Client's images will last for generations is for the Client to print them.) Digital files should be transferred to the client's storage. It is not the photographer's responsibility to maintain cloud or digital storage. A restocking fee may be applied if the Client requires old files to be duplicated by the Photographer and are still within the Photographer's possession. The Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes. The Client releases the Photographer from liability for any claims based on fading or discoloration due to such inherent qualities.

\_\_\_\_\_ initials

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**Satisfaction & Accuracy:** The Client agrees that the work delivered will be of a similar style and caliber to those photographs on our website and blog. The Photographer will have complete creative control during the session and in post-processing. The images will be delivered in print or JPEG format [for an additional charge] with a mix of color and black and white images deemed appropriate by the Photographer. No editing will be done after the final edited copies are presented to the Client. The Client agrees that the Photographer can only capture what happens in the session; weather, location, schedule complications, time restraints, and the subject's ability to cooperate are all factors in the quality of the photographs. The Photographer will not edit for physical size, hair, or any other physical appearance issue other than blemishes.

\_\_\_\_\_ initials

**Interference/Obstruction:** No Clients, guests, attendants, or employees of the Client may impede the Photographer when performing their duties; failure to comply may result in missed moments or fewer delivered images. The client will be responsible for ensuring all those present comply. No other professional photographers will be hired by the Client or located on-site photographing the Client unless otherwise approved by The Journey is the Life Photography; 48 hours written notice prior to the event/wedding must be given.

\_\_\_\_\_ initials

**Production Timeframe & Final Product:** A finalized gallery of high-definition digital prints will be delivered to the Client. Unless otherwise noted in writing, the gallery will be provided via an online viewing gallery. This gallery may include printing rights for digital files at an additional cost. If the Client purchases printing rights, the Client is welcome to print digital images using a printer of their choice. Not all printers render the same images. If the Client chooses to use any printer other than the service provided by The Journey is the Life Photography, the quality can be compromised and is not guaranteed. Unless otherwise noted, all finalized images will be delivered within eight weeks from the session date. Social Media sneak will be posted within two weeks of the session date unless the Client asks in writing (via e-mail or stated on the contract) that the session not be published.

This contract incorporates the parties' entire understanding and is governed by laws in York County, Pennsylvania. Any contract modifications must be in writing and signed by both parties.

\_\_\_\_\_  
Signature of Client & Date

\_\_\_\_\_  
Printed name of Client

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Carla B. Long (D/B/A The Journey is the Life Photography) & Date  
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