

**SIMPLE PHOTOGRAPHY SERVICES PHOTOGRAPHY CONTRACTUAL AGREEMENT & MODEL RELEASE
REVISED 2019-01-06**

PHOTOGRAPHER AND SHOOT INFORMATION

Name: Adrian Bacon Shoot Location/Description:

CLIENT/MODEL INFORMATION

Full Name: _____ Parent/Guardian Full Name: _____

Date of Birth: _____ Gender: _____

Street Address: _____

City: _____ Province/State: _____ Country: _____

Phone: _____

Email: _____

SIGNATURES

By dating and signing below, the client agrees to this agreement and model release and agrees that they have reviewed and agree to the current pricing of services as listed on the photographers website: <https://adrianbacon.com/>, or has received and reviewed a quote for rendered services from the photographer and agrees with the quoted price. This agreement and model release is binding as of the date of the signatures. Please see attached quote, bill, or point of sale transaction receipt for monies involved.

Client: _____ Photographer: _____

Date: _____

AGREEMENT OVERVIEW

This contractual agreement and model release is between Adrian Bacon (DBA Simple Photography Services), hereinafter referred to as the "photographer", operating in the State of California, and the signers of this photography agreement, hereinafter referred to as the "client", collectively referred to as the "contracting parties", with respect to the negatives, transparencies, digital images, moving images, video, and physical prints (collectively referred to as the "content"), that were created as part of the photography session detailed above.

This agreement contains the entire understanding between the photographer and the client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing. It is the express intent of the client that this document shall bind all members of the client's family, heirs, assignees and personal representatives.

CLIENT/MODEL RELEASE

For Consideration herein acknowledged as received, and by signing this release the client hereby gives the Photographer / Filmmaker and Assigns their permission to license the Content and to use the Content in any Media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing and packaging for any product or service. The client agrees that the Content may be combined with other images, text, graphics, film, audio, audio-visual works; and may be cropped, altered or modified.

The client agrees that they have no rights to the Content, and all rights to the Content belong to the Photographer / Filmmaker and Assigns. The client acknowledges and agrees that they have no further right to additional consideration or accounting, and that they will make no further claim for any reason to Photographer / Filmmaker and / or Assigns. The client acknowledges and agrees that this release is binding upon their heirs and assigns. The client agrees that this release is irrevocable, worldwide and perpetual, and will be governed by the laws (excluding the law of conflicts) of the country/state from the following list that is nearest to the address of the Model (or Parent*) named above: New York, Alberta, England, Australia and New Zealand.

It is agreed that the client's personal information will not be made publicly available but may only be used directly in relation to the licensing of the Content where necessary (e.g. to defend claims, protect rights or notify trade unions) and may be retained as long as necessary to fulfill this purpose, including by being shared with sub-licensees / assignees of the Photographer / Filmmaker and transferred to countries with differing data protection and privacy laws where it may be stored, accessed and used. The client represents and warrants that they are at least 18 years of age and have the full legal capacity to execute this release.

Definitions: "ASSIGNS" means a person or any company to whom Photographer/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company. "CONSIDERATION" means \$1 or something else of value I have received in exchange for the rights granted by me in this release. "CONTENT" means all photographs, film, audio, or other recording, still or moving, taken of me as part of the Shoot. "MEDIA" means all media including digital, electronic, print, television, film, radio and other media now known or to be invented. "MODEL" means me and includes my appearance, likeness and voice. "PARENT" means the parent and/or legal guardian of the Model. Parent and Model are referred to together as "I" and "me", or "client" in this release, as the context dictates. "PHOTOGRAPHER / FILMMAKER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording me. "SHOOT" means the photographic, film or recording session described in this form.

COPYRIGHT

All images are copyrighted. The images created by the photographer and/or subcontractor(s) remain the property of the photographer. It is illegal to copy, scan, reproduce, or post online in forums or elsewhere without the written permission of the photographer. Violators of this federal law will be subject to its civil and criminal penalties.

The client waives any ownership and publication right he/she/they might be entitled to in connection with the images, with the exception of images that were purchased by the client. The client agrees that he/she/they has no right to sell, license, or publish any of the un-purchased images to any person or entity.

If purchasing images (digitally and/or in print form), clients have permission to make personal copies, can make personal prints, and can post images on personal internet accounts (i.e. social media). The client can also use purchased images for business marketing purposes, including printing purchased images on business marketing material and can post images on business related websites as part of their business marketing program.

Images are edited and/or released at the photographer's discretion, and delivered physical/digital proofs may not include all images shot. The photographer reserves the right to edit and release only those images the photographer chooses to edit and/or release.

COST OF PHOTOGRAPHY SERVICES

Payment is due upon request for payment. The client agrees to pay for all of the clients expenses incurred by the client in connection to this contract. The client agrees to pay all of the cost of rendered services billed to them in connection to this contract. A rendered services bill can take the form of (but is not limited to) a point of sale payment request and transaction at the time of rendering services, or a request for a partial or complete payment from a quote for services before rendering services or at the time of rendering services. For services outside of the photographers studio there is a minimum \$99 session fee to cover the photographers time and expenses. Any costs incurred by the photographer in connection to the booked session above the session fee is to be paid for by the client (i.e. travel/lodging/food expenses).

CANCELLATION POLICY

If the client has an appointment, the client is required to notify the photographer at least 48 hours ahead of time if cancelling their appointment. If the client cancels their appointment with less than 48 hours notice, then they are subject to losing their retainer. The cost of the retainer is \$49 and is charged to the customer at the time of the cancellation.

The client can request that all or part of any session fee collected be returned if the client canceled the photo session with at least 48 hours notice. If the client gives less than 48 hours cancellation notice, then the client forfeits any session fee that has been collected.

SAFETY

The photographer reserves the right to terminate rendering contracted services and/or leave the location, and/or request the client leave the location if the photographer experiences inappropriate, threatening, hostile, or offensive behavior from anybody during the course of rendering services; or in the event that the safety of the photographer is in question.

FORCE MAJEURE

If the photographer or its assigns cannot perform this agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, then the photographer shall return any moneys paid by the client, less retainer fee and expenses, but shall have no further liability with respect to the agreement. This limitation of liability shall also apply in the event that photographic materials are damaged, lost through camera malfunction, compact flash card malfunction, or otherwise lost or damaged without the fault on the part of the photographer. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.