

Trade for Print Agreement Sessions with Ariel

Client Name: _____

Date: _____

CONTRACT FOR PHOTOGRAPHIC SERVICES

This document constitutes a binding contract between _____(Model's Name), and Sessions with Ariel, regulating the ownership and use of photographs and derivative works based thereupon (collectively hereafter the "Photos") taken by the Photographer of the Model on the date of Date for all lawful purposes, subject to the terms and conditions described below.

The basis for this contract is a commercial arrangement where the Model, in exchange of modeling time, agrees that they shall receive a guaranteed minimum of 3 Photos delivered to the Model by the Photographer and will credit the Photographer whenever using the Photos in any public media, including digital, electronic, print, television, film, and any other media now known or to be invented.

Delivery will be in the form of digital download; the delivery of photos constitutes the whole obligation of Photographer towards Model.

The Model and the Photographer agree to use the Photos for personal promotion only and will not sell nor commercialize any Photos taken. Any party may, through mutual consent, request to negotiate further rights to the Photos should they desire to use them for commercial purposes.

The Model and the Photographer agree that copyright, moral rights, and all other intellectual property rights to the Photos are to be shared equally between both parties. Either party may alter the images as long as it enhances the art and vision of the work. After such alterations, either party must inform the other.

Model understands that Photographer has the moral right to be identified as the author of the Photos when copies of the Photos are presented to the public, and shall communicate this understanding to publishers, designers, and other third parties that act on Model's behalf to create presentation material using the Photos.

Model releases and agrees to hold Photographer and/or his or her heirs, licensees or assigns, harmless from any claim or liability in connection with the publication or use of these images in any manner or form whatsoever, unless it can be clearly shown that the foregoing was maliciously caused, and produced, and published solely for the purpose of subjecting Model to conspicuous ridicule, scandal, reproach, scorn, and indignity.

Model hereby affirms that all poses, positions, and situations enacted in the Photos covered in this release were entered into without force, coercion, or threat whatsoever, and were posed freely by Model with Model's full consent. The Model further agrees to hold blameless and free of all accusations of such force or coercion Photographer, his legal representatives, assigns, and those acting under his permission.

Model hereby affirms that his/her date of birth is Birth Date and that Model is fully able to contract in his/her own name without breach of any prior agreement or applicable law, including, but not limited to, prior agreements with modeling and talent agencies.

Both Model and Photographer affirms to have read the foregoing prior to its execution and agree to the contents thereof.

NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs without Photographer's permission, and violators of Law will be subject to its civil and criminal penalties.

Photographer retains copyright to the photographs. Printing and/or distribution rights granted as noted below.

All retainers and payments are non-refundable.

This Contract incorporates the entire understanding of the parties. Modifications to this Contract must be in writing and signed by both parties.

RELEASE AND WAIVER OF LIABILITY

I, HAVING AGREED TO ACT AS A MODEL, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude my participation in this activity or event. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- a. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the ordinary negligence of the provider or fault of the entities or persons released, for my death, disability, personal injury, property damage, property

theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Sessions with Ariel and/or their owners, directors, officers, employees, volunteers, representatives, insurance carrier, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;

b. I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in the above paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of such entities or persons or otherwise.

c. I acknowledge that Photography by Sessions with Ariel and their owners, directors, officers, employees, volunteers, representatives, insurance carrier, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Sessions with Ariel.

d. I acknowledge that this activity or event may involve physical activity, and may carry with it the potential for death, serious injury, and property loss. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

e. I understand that at this event or related activities, I may be photographed.

f. I acknowledge that flash photography or strobe lights may be used during this event or activity.

g. I agree to allow my photo, video, or film likeness to be used for legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

h. I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Contract Details

Client Information

Primary Contact		Secondary Contact	
Street		Street	
City,		City,	
Home Phone	Cell Phone	Home Phone	Cell Phone
E-mail		E-mail	

Selection of package

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Family Session
<input type="checkbox"/> Newborn
<input type="checkbox"/> First Year
<input type="checkbox"/> Senior Package
<input type="checkbox"/> Other | <input type="checkbox"/> Wedding
<input type="checkbox"/> Real-estate
<input type="checkbox"/> Drone
<input type="checkbox"/> Usage/Drone
<input type="checkbox"/> Shots Per Hour
<input type="checkbox"/> Engagement | <i>A La Carte</i>
<input type="checkbox"/> Extra DVD
<input type="checkbox"/> Hair/Makeup
<input type="checkbox"/> Funky Booth
<input type="checkbox"/> Event Photographer | <i>Weddings</i>
<input type="checkbox"/> Extra DVD - \$25
<input type="checkbox"/> Extra Hour(S)
\$100/each |
|---|--|--|--|

Selection of Session

- | | | |
|---|--|---|
| <input type="checkbox"/> Studio Session
<i>Additions</i>
<input type="checkbox"/> Polaroids
<input type="checkbox"/> BTS Footage | <input type="checkbox"/> Video Session
<i>Additions</i>
<input type="checkbox"/> Polaroids
<input type="checkbox"/> BTS Footage | <input type="checkbox"/> Location Session
<i>Additions</i>
<input type="checkbox"/> Polaroids
<input type="checkbox"/> BTS Footage |
|---|--|---|

Photoshoot Date:		Photoshoot Location(s):	
Model's Name:	Phone Number:	Email:	Signature:
Model's Name:	Phone Number:	Email:	Signature:
Model's Name:	Phone Number:	Email:	Signature:
Model's Name:	Phone Number:	Email:	Signature:

Signed

X *Ariel Carreras -Sessions with Ariel*

Name	Date
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Sessions with Ariel	Contact contact@sessionswithariel.com
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INFORMATION ABOUT YOUR PHOTOGRAPHY SESSION

We thank you for selecting us as your photographers for this special occasion. We have a few recommendations that will help ensure you get the most out of your session.

Please show up promptly at the designated time. Many times, sessions may be scheduled after yours. Arriving late may cut into the time devoted to your session. For most sessions, it is best to arrive 10 minutes early.

Please leave your cameras and cell phones in the car. Your session will go much easier without the distraction of other cameras or the need to answer a cell phone. We reserve the right to ask you to put away cameras and cell phones.

Please let family and friends know they should not attend the session. The photography session is not meant to be a family reunion or meet and greet with others who are not part of the session. We would love to photograph your entire family too, but please schedule a separate session.

For all sessions (but especially for children and infants), cameras, cell phones and other people are distractions, which may affect the attention of those, being photographed.

If we are photographing a newborn session, don't forget that we will do a few shots with mom and dad. You brought them into this world. You deserve some photos with them. Neutral colored tank tops/undershirts are best, and natural or no makeup for mom.

If you feel we did a great job photographing you and your family, please give us a hug. We love hugs and we hope that you enjoy working with us as much as we do with you.

They say Beauty is in the eye of the beholder..

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