



FireDog Photography Event/Model Contract



TERMS OF AGREEMENT

Client/Model Name: _____

Date of Session: _____

Event Name/Type: _____

Contract Date: _____

GENERAL TERMS

Photos taken by FireDog Photography, also doing business as FDP, is the exclusive official photographer retained to perform photographic services requested for the event stated on this contract for undersigned heretofore referred to as "Client," "Model," or "Participant."

FDP reserves the right to use all RAW images, edited images and/or reproductions for advertising, display, publication or other purposes in unrestricted use in any form for any purpose.

FDP retains the right to edit the photographs and omit any image. It is understood that FDP will not deliver every exposure taken. Client agrees to abide by FDP's editing decisions.

Client will receive photos via digital album link with print release for personal use. Digital download includes images for printing and may be used on the web, legitimate social media platforms, or email. All photos will be reviewed by the Client for final approval. **Client understands that there will be a 72 hour grace period for review before the album is removed from the website pending a request to have album republished. If this should occur, FDP will republish the Client's album only after fees for services have been remitted.**

Client understands that when publishing photos for any purpose, Client will not edit photos in any way.

Client is responsible for backup/downloading of all photos from the digital album. FDP will make every effort to keep archival copies of photos but does not guarantee that they will be retained indefinitely.

Client shall assist and cooperate with FDP in obtaining desired photographs. FDP shall not be responsible for photographs not taken as a result of Client's failure to provide reasonable assistance or cooperation.

Client will be respectful to FDP and all parties being photographed. FDP has the right to end the session if there is lack of cooperation or respect and Client invoiced for the full amount of the session fee or quote.

The charges in this Contract are based on FDP's Session Pricing Model. This price list may be adjusted periodically and future bookings shall be charged at the prices in effect at the time of booking.

In the event FDP files suit to enforce any term or condition herein, FDP is entitled to expenses of litigation, including reasonable attorney fees.

NOTICE OF COPYRIGHT

It is **ILLEGAL** to copy or reproduce these photographs without FDP's expressed written permission, and violators of Law will be subject to its civil and criminal penalties where applicable.

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

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

FOR ALL SESSIONS

FDP understands reasons may cause a reschedule. Client will not be charged a penalty rescheduling provided at least 24 hours notice in writing (electronic or otherwise) is given at the availability of FDP.

No-show or rescheduling within 24 hours will incur a 50% rebooking fee. FDP will make every effort to spend the necessary time, including shoots in multiple locations, to provide exemplary service.

FDP may reschedule without penalty. Every effort will be made by FDP to give Client more than 24 hours advance notice. Since no deposit is required at the time of booking, no refunds are applicable.

Client understands completion of processing and edits of a photography session may take up to four weeks for delivery.

DIGITAL IMAGE AND PRINTS TERMS OF USE

The album is for the owner (the paying Client) for personal use only. Client may not edit the photographs in any way. This includes, but is not limited to: removal of watermarks (if applicable), cropping, or using filters. Printed photograph quality will depend on where photo is printed. Client may print images at the professional photo lab of their choice. FDP is not responsible for the quality of printed images as it pertains to the printing process.

No image captured by FDP may be used for financial or monetary gain. This includes, but is not limited to: selling images and/or charging a fee to view, download, or print.

Photographs may NOT be used for advertisement or entered in photo/art contest(s) without expressed written consent of FDP.

Album/image will be removed after four (4) weeks, or at the discretion of FDP, regardless of site activity. A convenience fee of \$25 or 25% of Client's total fee for service (whichever is greater) will be charged to repost digital album(s)/images.

Watermarks will be added to all photographs and removed on final finished products before delivery.

FEE AND COMPENSATION

Fees and compensation are based on rate for the session package selected. This fee includes: travel, photos, processing, and delivery. Post-processing photos will be limited to the time deemed necessary and appropriate by FDP or its agents to produce desired results for the Client. Additional processing may incur a fee of \$20 per hour.

Sales tax will be applied to all transactions at the rate of 8.25%.

No booking fee or deposit will be required at the time of booking.

Fees for service will be invoiced after photos are made available to the Client for viewing and subject to Client's approval. Alteration or editing must be requested in writing within forty-eight (48) hours after delivery of any image(s).

RELEASE AND WAIVER OF LIABILITY (CLIENT)

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 session, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or complications, which preclude my participation in this activity. I acknowledge that this Accident Waiver and Release of Liability section will be used by the event holders, sponsors, and organizers of the activity or session in which I may participate, and that it will govern my actions and responsibilities at said activity or session. In consideration of my application and permitting me to participate in this session, 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 session, **THE FOLLOWING ENTITIES OR PERSONS: FIREDOG PHOTOGRAPHY** and/or their owners, directors, officers, employees, volunteers, representatives, insurance carrier, and agents, the activity or session holders, activity or session sponsors, activity or session 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 session, whether caused by the negligence of such entities or persons or otherwise.
- C. I acknowledge that photography by FIREDOG PHOTOGRAPHY and their representatives/agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific session or activity on behalf of FIREDOG PHOTOGRAPHY.
- D. I acknowledge that this activity or session 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 session.
- E. I understand that at this session or related activities, I may be photographed.
- F. I acknowledge that **FLASH PHOTOGRAPHY** or **STROBE LIGHTS** may be used during this session or activity. In doing so, agree to allow my photo, video, or film likeness to be used for legitimate purpose by FDP and its representatives.
- G. 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 agree that I will not, in any way, slander, degrade, insult, or otherwise express negative opinions about FDP or its representatives in a manner that is not constructive or beneficial to either or both parties. In the event I have a negative opinion or statement to express in a public platform pertaining to FDP business practices, experience, and/or representatives, I will give FDP reasonable opportunity to rectify any shortcomings to commented on.

PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years old):

The undersigned parent and/or natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or session, and has agreed individually and on behalf of the child or ward, to the terms of the accident waver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENTS IN ITS ENTIRETY. I ALSO UNDERSTAND THIS CONTRACT WILL REMAIN IN EFFECT INDEFINITELY.

print: _____

sign: _____
(Client)

date: _____

print: _____

sign: _____
(parent/guardian)

date: _____