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| Emily Boughey Photography  Liverpool, NY (507)-261-9293 |  |

Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Photographer \_\_\_\_\_Emily Roush\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

50% Retainer Paid: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Total due: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scope of Work (SOW)

This contract is for the services and products related to a custom photography shoot.

Photographer and client are to arrive for the shoot at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Other locations where photography will be performed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Emily Boughey Photography agrees to provide no fewer than 20 proofs for the client to view after the shoot and is not required to provide more than this number of images. Emily Roush will perform basic post-processing or digital image editing services on these photos where artistically necessary.

Fees – COMP SESSION

In consideration for the photography services provided by Emily Boughey Photography, client is offered a free mini photography session of up to 1 hour. Complimentary session expectations require a digital proof link to be provided to the client, whereby they can order either printed images or high res digital files. Pricing for digital files and prints will be provided to client along with the proofs.

Fees – PAID SESSION

In consideration for the photography services provided by Emily Boughey Photography, Client agrees to pay the sum of \_\_\_\_\_\_\_\_\_\_. Client agrees to pay the photographer a non-refundable deposit totaling 50% of the total price of the photography services upon signing this contract. The balance of the payment for photography must be paid in full no later than 7 days before the session. Failure to pay this amount before the session will risk cancellation of the shoot. If the client plans to purchase photos (digital or printed) separately after the shoot, payment for those photos is due before delivery of the photos to the client.

Work Product

Emily Boughey will deliver digital proofs of photos to client no more than 30 days after the date of the shoot. Client understands and agrees that proofs are the exclusive property of Emily Boughey Photography and the client has no right to these photos except for a license to review them, but not store or save the proofs. Proofs cannot not be digitally altered to remove watermark or be used in any form of social media or private use without granted permission. Link to your proofs may be shared with immediately family/friends of the client that are interested in purchasing files/prints from the photographer. Client must disclose who the link is shared with.

All photos delivered to the client are licensed for client’s personal use. Any images provided to the client used for social media use must tag/and or credit: Emily Boughey Photography.

Photos from the shoot to be delivered to the client will be according to the following order:

Are any printed or digital photos to be included in the price for the photography services?

**Yes** \_\_\_\_\_\_\_\_\_\_\_List extras\*\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**No** \_All photos must be purchased separately\*\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How many prints will be delivered to the client, in what sizes? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How many digital photos will be licensed to the client?

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Any digital release of images provided to the client for personal use must not be digitally edited in any way, no filters, black and white, sepia, selective color, text or alterations. Images must be kept in keeping with the Emily Roush’s vision and creativity. If client requests digital retouching on an image they chose to keep, Emily Roush will offer basic retouching (light acne/blemish removal, black and white/sepia editing) complimentary. If more retouching is required then an additional fee may be required and would of course be discussed with client before any charges are made.

**Reservation**

## **A signed contract and reservation of services and applicable fees are required to reserve your session with Emily Boughey Photography. I will not reserve or schedule any additional clients for that time and date of your shoot. For this reason the non-refundable deposit is required, even if the date is changed or session is cancelled for any reason; included weather, act of God, and client illness. Cancellation by the client must be made 48 hours in advance. If session is able to be rescheduled, a $50 rescheduling fee is also required. If session is cancelled and total cost has been made, within 48 hours client will receive all financial contributions back except the 50% retainer paid at signing of the contract. If session is cancelled and full cost of the session has been made and photographer was not informed 48 hours prior no refund will be given.**

**Emily Roush reserves the right to cancel the shoot up to 24 hours beforehand; due to illness, act of god, or bereavement, and will do everything in her ability to reassign the session to another capable photographer with the same creative style. If session is cancelled and unable to either be rescheduled or reassigned to another photographer all financial contributions will be returned to the client.**

**Client/model(s) relieve any liability towards the photographer if they are injured by photographer’s equipment, included but not limited to; lights, back drops, props, stands, or tripods.**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Role: \_Client\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Role: \_\_Photographer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_emilybougheyphotography@gmail.com\_\_\_\_\_\_**

**IN WITNESS WHEREOF**, the parties here to have caused this SOW to be effective as of the day, month and year first written above.

Model Release

I hereby grant to Emily Boughey Photography the absolute and irrevocable right and unrestricted permission in respect of photographic portraits or pictures that she had taken of me or which I may be included with others or physical location, to copyright the same, in her own name or otherwise; the re-use, publish or re-publish the same in whole or in part, individually or in any and all media now or hereafter known, and for any purpose whatsoever, for illustration, promotion, art, editorial, advertising and trade, or any other purpose whatsoever without restriction as to alteration; and to use my name in connection therewith if she chooses.

I acknowledge and agree I have no rights to the content and all rights belong to photographer, (image release of chosen digital content after shoot can be provided to client for personal use only). This authorization and release shall also inure to the benefit of the heirs, successors in interest, legal representatives, licenses, and assigns of the Photographer, as well as the person(s) for whom she’s took the photographs.

Parent information: model is a minor or lacks the capacity in the jurisdiction and residence, so parent warrants and represents that the parent is legal guardian of model(s) and has full legal capacity to consent to the shoot and to execute this release of all rights in model’s content.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_