



Children * Family * Sports * School * Senior Portraits
KBoyerPhotos@gmail.com | (770) 722-9045

Agreement / Jurisdiction

The person whose signature appears on this agreement, and / or Family, friends, including, but not limited to anyone else invited to the photographic image recording, is hereby referred to as the Client. K. Boyer Photography is hereby referred to as the Photographer. This is a binding contract which incorporates the entire understanding of the parties and any modifications must be in writing, signed by both parties, and physically attached to the original agreement.

The laws of the State of Georgia shall govern this contract and any resulting legal action shall take place within the jurisdiction presiding over the Photographer. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

Copyright

Photographer retains the copyright to all images per USC Title 17 (US Copyright Law) and derivative works thereof. Violators of this federal law will be subject to its civil and criminal penalties. In accordance with this provision, Photographer retains all rights to use all captured images and derivative works as the Photographer sees fit.

Print Release

The Client has purchased high – resolution digital photographs from a photography session with K. Boyer Photography. The Client is hereby granted a license by K. Boyer Photography to reproduce and display the images in digital or print form.

The final images are licensed for any reasonable business and / or personal purposes in accordance with any provided subsequent print release(s), including but not limited to: emailing and web publishing. Clients license does not include use that results in financial gain, including but not limited to: advertising, stock photography, print sale profits, or resale of any nature without prior express written consent by the Photographer. The Client agrees not to enter any images taken by Photographer into competitions without the express written permission of the Photographer. No other person is permitted to use photographs taken of Client without the express written permission of the Photographer.

Permissions on Social Networking Sites

The Client may share and post the photographs taken by Photographer via social networking sites such as Facebook, MySpace, LinkedIn, email or other website if the Client so chooses. Once Client agrees to this contract agreement, Client agrees to place “© K Boyer Photographer and the name of the website listed below under each photograph displayed on any and all websites. K Boyer Photography’s website is www.kboyerphotography.com. This permission applies to all persons worldwide who use any of the photographs taken by Photographer.

Client also agrees not to alter, deface, crop, add text, change color, add filters or in ANY other way make changes to any photograph taken by Photographer.

Image Processing

Unless agreed upon prior to any editing work, all digital and/or digital proof sets may contain a mixture of color and black and white images. Limited color correction and or retouching are included at Photographer’s discretion. Client may request further changes for an additional charge.

Photographs

Photographer does not permanently archive images files. Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read any digital media that might have been purchased. Client understands it is the Client's responsibility to make sure digital files are copied to new media as required if Client purchases digital images.

Gallery

Your proofs will be made available at KBoyerPhotography.com within 3 weeks following the final photography session / appointment. Your sneak peaks may possibly be posted to social media and / or Blog within a week of your session.

Guarantee

I have a 3 R Guarantee. If you are not absolutely thrilled with the images I create, you get all of your money back. No hassles... no hard feelings. I want you to be completely, absolutely, 100% satisfied with the results from your creative session.

Image Release

The Client hereby grants the Photographer the right to use and publish images created during our session(s) for advertising, display, website, portfolio, publication or other purposes to promote the photographer's name and / or business.

The Client of this agreement has agreed to pose for tasteful Photographs during a photography session with the Photographer. Client and Photographer have read, understand and agree to the terms and conditions of this Contract Agreement. Person signing as Client below shall be fully responsible for ensuring that understanding is made pursuant to the terms of this Contract Agreement.

By Signing this document, I, the Client, agree to all terms above and understand that I will be considered contractually bound by said terms.

Client Signature: _____ Date: _____

Print Name: _____ Email: _____

Mailing Address: _____ Phone: _____

Photographer:
Kristin Boyer
K Boyer Photography
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