



by Jennifer Kearney

Mini Session Information and Agreement

Client Name	Street Address
Email	City, State, Zip
Phone	How did you learn about Joy Photography?
Names & Ages of Persons to be Photographed	
Facebook username	Instagram username
May I tag you on Facebook when sharing photos?	May I tag you on Instagram when sharing photos?

Session Requests

*No cameras (not including cell phones) are allowed during the session. The photographer will not continue if there are other professional cameras or videotaping during the session (not including cake smash sessions). "Behind the scene photos" are allowed.

*Session starts at the agreed upon time. It is strongly encouraged that client arrives 5-10 minutes prior to the start of session. This allows for any last-minute feeding, changing, fixing hair/makeup prior to start of session.

Entire Agreement: This agreement contains the entire understanding between Joy Photography by Jennifer Kearney (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 the waiver in writing.

Cooperation: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for the photographs. Joy Photography by Jennifer Kearney is not responsible if key individuals fail to appear or cooperate during photography session. Reshoots due to lack of cooperation of any of the photographed individuals will be scheduled at the photographer's regular hourly rate.

Liability: Photographer is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and for themselves and release photographer from any claims against their person or their business.

Payment: Final payment in full (deposit may be applicable) is due at time of session. Acceptable forms of payment are cash, check, or credit card. There will be a \$60 fee for all returned (bounced) checks.

Copyrights: The photographs produced by Joy Photography by Jennifer Kearney are protected by Federal Copyright Law (all rights reserved) and may not be reproduced other than for personal & family use in any manner without Joy Photography by Jennifer Kearney's explicit written permission. It is a breach of this agreement to display them on social networking sites (Facebook, Instagram, etc.) without copyright information. If images are to be displayed on social networking sites, photos must credit Joy Photography by Jennifer Kearney somewhere visible on the photo or in the description of each photo. Upon delivery of digital images, *limited* copyright ownership of the resulting images will be transferred to the CLIENT under the following conditions:

The images that are being provided to are licensed for any reasonable personal use, including but not limited to: printing, copying, emailing, and web publishing. This 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.

Joy Photography by Jennifer Kearney retains all copyrights to the images and derivative works thereof. If the Client posts any of the digital files to social media (Facebook, Twitter, Pinterest, Instagram etc.) credit must be given to Joy Photography by Jennifer Kearney.

The CLIENT must obtain permission and compensate (if for profit) Joy Photography by Jennifer Kearney prior to the CLIENT or the client's friends and relatives publishing or selling the photographs for profit.



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No images shall be further edited in any way without the Photographer's permission, this includes but is not limited to applying filters when posting images on Facebook, Instagram etc.

By using any of these images, the Client agrees to the above terms.

Printing: Client is responsible for printing photographs from digital files provided by the Photographer. Reputable photo printers include MPix, Costco, and other professional quality labs. Joy Photography by Jennifer Kearney cannot be held liable for poor quality printing resulting in printing from labs such as WalMart, CVS, Shutterfly, and other similar-quality labs.

Limit of Liability: In the unlikely event that the photographer is injured or becomes too ill to photograph, Joy Photography by Jennifer Kearney will make every effort to reschedule the photo session. If a suitable reschedule date is not found, responsibility and liability is limited to the return of all payments received for the session package. Joy Photography by Jennifer Kearney takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Joy Photography by Jennifer Kearney's control, Joy Photography by Jennifer Kearney's liability is limited to the return of all payments received for the session. 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.

Weather Policy: In the event of inclement weather conditions: Due to photography equipment, it is up to the photographer's discretion if bad weather persists to cancel the session, before or during the session. If the client has been contacted and advised to reschedule due to the photographer's concerns about weather, and the client decides to go ahead and reschedule, the client will not be charged to do so.

Rescheduling: If an illness or situation prevents a photo session from taking place, and client fails to give a 24 hour notice, any session deposit is forfeited and will not be refunded. Photographer reserves the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control.

Outfits: Although there are no additional fees for outfit changes, the amount of time it takes to change into those outfits does count towards the total amount of the session time, and is not recommended for mini sessions.

Locations: Mini session locations will be chosen by the photographer.

Tardiness: In the event that the client is late to the appointment time, the client's session will still be for the same scheduled ending time. Mini sessions are scheduled back to back so running over into another client's scheduled time is not allowed.

Completion Schedule: Editing and delivery of digital images may take approximately two to three weeks, and may take longer depending on current workflow.

Number of Images: Number of final images included may vary session to session. All images will be delivered edited and in high resolution. The photographer's choice of images is delivered, in the photographer's choice of color toning (typically a mixture of color, black & white, and toned images). No unedited images will be available to the client. The client understands and agrees that each photo is chosen and edited by the Photographer to best represent Joy Photography by Jennifer Kearney's style & final product.

By signing below, I (The Client) am agreeing that I have read and understand the terms of this Mini Session contract with Joy Photography by Jennifer Kearney, and am agreeing to the above terms and conditions.

_____ Name (Printed) _____ Date

_____ Signature*

I am (or will be) 18 years of age by the date of the photo session. If not, parent/guardian must sign below.

Parent/Guardian Signature (Required if Client under 18 years of age)

_____ Name (Printed) _____ Date

_____ Signature

Jennifer Kearney, Joy Photography by Jennifer Kearney

Signature

October 24, 2020 Date