

Client Agreement

You as the "CLIENT" Rosalyn Zacha/Zacha Photography known as the "PHOTOGRAPHER"

- 1. The Client agrees to pay the Photographer a session fee of \$ 100.00 prior to the portrait session. This fee covers the time and talent of the Photographer.
- 2. The Client shall reimburse photographer for any additional costs that the Photographer may incur for travel, parking, location fees, and other reasonable costs necessary to the performance of these services.
- 3. The deposit is non-refundable and required at the time of booking your session. If the Client cancels or changes the engagement the deposit will not be refunded. If the client changes the date and reschedules the deposit will be applied to the rescheduled session. Client must notify Photographer 48 hours prior to the session of cancelation or changes. If the Photographer fails to appear at the place and time specified above, the deposit shall be refunded to the Client.
- 4. Proof photographs shall be delivered through a private password protected online gallery within 3 weeks of the session.
- 5. All images will be available for two (2) months on the online gallery following the viewing date. At this time the images will be archived.
- 6. The Client shall assist and cooperate with the Photographer in obtaining the desired photographs. The Photographer shall not be responsible for photographs not taken as a result of the Client's failure to provide reasonable assistance or cooperation.
- 7. The Photographer retains copyright to the photographs, and hereby grants the Client unlimited but non-exclusive rights to use or reproduce the photos which the Client pays.
- 8. Photographer is not responsible for the damage of portraits after delivery to Client, including damage caused during transit by mail.



- 9. Photographer is not responsible for any injuries inflicted upon and participating parties. Client will be responsible for their children and for themselves and release Photographer from any claims against their person or their business. The Photographer shall be held harmless for any and all injury to client during the photography session.
- 10. Zacha Photographer retains all copyrights to all Client's images. Zacha Photography releases print rights to Client. It is illegal to copy, scan, download, print screen, screen shot, share or alter any images created by Zacha Photography.
- 11. The Client understands that due to the COVID-19 emergency if the location of choice is to occupied and Social Distancing is unachievable then the photo shoot will be cancelled and rescheduled if desired. The Client understands that there is a face covering Mandate in the state of Nevada. The Photographer will not be held liable if the Client chooses not to wear a face covering during the photo session. The Client also understands that Social Distancing between Client and Photographer will always be in place by 6 feet of distance during the photo shoot. If Social Distancing is unachievable then the photo shoot will be cancelled.
- 12. The Client has read and understood the terms above. The Client hereby agrees to the terms of this agreement.



<u>Print Release</u>

Photographer provides licensed copies of all purchased images to our clients. Please allow him/her to print these images at your establishment.

Copyright and Licensing Notice:

The images that are being provided to you are licensed copies for any reasonable personal purposes, including but not limited to: printing, copying, emailing and web publishing. Your license does not include use that results in financial gain.

Your purchase of the original files released Photographer from any liability due to loss or damage of the images, and releases Photographer from any obligation to maintain copies of any digital file, image or photograph. You hereby grant to Photographer the right to use and publish images and photographs taken at your photography session to further promote its service, including, portfolio, web site, display, advertisement, social media and editorial use. Photographer agrees to limit the us of these images and photographs to promotional and personal use.

Photographer may revoke this license at any time and for any reason. Photographer retains all copyrights to the images and derivative works thereof. By using and of these images, you are agreeing to the above terms. Acknowledgement