AGREEMENT FOR BABY'S FIRST YEAR PHOTOGRAPHY

Baby's First Year Photography Agreement dated April 18, 2016.

Between Photographer: <u>Kelly Lambert-Greer</u> <u>614-859-5357</u> <u>www.KELphotography.net</u> And: Client Name(s): <u>Client's Name</u> <u>Phone Number(s): Phone Number</u>

- 1. Kelly Lambert will capture your family's memories at the following milestones:
 - 1. 50% off a maternity session, optional
 - 2. Up to 2 hour newborn session \$150
 - 3. Up to 1 hour 3 month session \$125
 - 4. Up to 1 hour 6 month "sitting" session \$125
 - 5. Up to 1 hour 9 month session \$125
 - 6. Up to 1 hour 1 year session \$100
 - 7. 17% off 1st birthday party coverage, optional
 Sessions may be scheduled during other months, but must be completed within 14 months of child's birth.
- 2. Client will pay to Kelly Lambert-Greer a total price of <u>\$575</u>, if paying ahead for the full year's sessions (not including maternity or birthday party).
- 3. Client will pay to Kelly Lambert-Greer a total price of <u>\$625</u> in the installments listed above, if using the payment plan (not including maternity or birthday party).
- 3. The above price includes the following:
 - a. Coverage of all milestones above.
 - i. Immediate family may be included in these sessions. For extended family, additional fees may be required, as listed at <u>www.KELphotography.net/</u> <u>pricing</u>
 - b. Basic editing of photos including cropping, sharpening, and tinting.
 - c. Photos uploaded to an online gallery within 3 weeks after the session.
 - d. A digital download of all high resolution images.
 - e. A print release to use images for personal and print use.
 - f. NOTE: No unedited images will be released.
- 4. Additional editing services may be purchased at the current rate listed on the website, <u>www.KELphotography.net</u>

- 5. Additional time may be added on the day of the session, permitting Kelly is not previously scheduled to be somewhere else, at the price of \$25 per 15 minutes.
- 6. In the event that Kelly Lambert-Greer is unable to provide coverage, she will make best efforts to secure the services of an alternate, qualified photographer, or to reschedule; however the liability of Kelly Lambert-Greer in any event shall be limited to the refund on the retainer paid.
- 7. Client agrees to fulfill all sessions outlined above, whether paying in advance, or per session.
 - a. If "pay ahead" client chooses to stop scheduling sessions with Kelly Lamber-Greer before completing all contracted sessions, unused fees will not be refunded.
 - i. A print credit may be offered for use on previous sessions, at the photographer's discretion.
 - b. If "payment plan" client chooses to stop scheduling sessions with Kelly Lambert-Greer before completing all contracted sessions, all discounts applied to prior sessions will become due. Maternity, if completed 50%, Newborn \$90, 3/6/9 \$25, 1 year \$50.
- 8. It is expressly agreed that all rights to use and ownership, including copyright, of negatives, digitally or electronically-produced images, or any material produced by Kelly Lambert-Greer and any reproductions are reserved by Kelly Lambert-Greer for her benefit, whether for display, publicity, or otherwise.
- 9. Kelly Lambert-Greer is not responsible for compromised coverage due to causes beyond the control of Kelly, including but not limited to lateness of the Client, weather conditions, schedule complications, incorrect addresses provided to Kelly, rendering of clothing, or restrictions of the locations. Kelly is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage.
- 10. The Client is responsible for acquiring all permits and necessary permission and fees for all locations at which Kelly will be performing services.
- 11. In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond Kelly Lambert-Greer's control, including but not limited to camera, hard drive, or equipment malfunction, the Kelly's liability is limited to the return of all payments received for the Event(s). 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. Kelly E Lambert Photography is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.
- 12. Images may be edited at the photographer's discretion, and delivered images may not include all images shot. The photographer reserves the creative right to edit and release

only those deemed professional in quality and within the photographer's artistic standards.

Please proceed to <u>www.KELphotography.net/contracts</u> to fill out the electronic signature page, thereby entering contract with Kelly E Lambert Photography for photography coverage of your milestone.

Please also fill out the "Image Usage" form on the same page, to allow or disallow your child's photos being used on my website, in marketing, or on Facebook (for sneak peeks), per the terms stated.