

BUSINESS POLICIES

I am pleased that you have selected Love This Photography for your studio or on-location photography services. This letter sets forth the terms and conditions of our engagement.

Session Guidelines: While Love This Photography strives to provide its clients with the utmost in photography services, it is first and foremost an art studio with an established style and reputation. Love This Photography reserves the right to exercise full artistic control over the nature, number and types of pictures it shoots. Subjects being photographed must be dressed, made up and prepared at the exact designated start time. Sessions will begin and end promptly as scheduled. Photographer captures the "essence" of your children; cleanliness, hair, attire and accessories are the parents' responsibility.

Session Termination: Love This Photography reserves the right to terminate any session due to the failure of the client to adhere to the requirements set forth in this Agreement or if the model(s) are unwilling to be photographed or if anyone in the session is behaving in a manner that the photographer deems inappropriate. Reshoots are offered at the sole discretion of Love This Photography.

Exclusive Photographer: Only the persons being photographed may attend the session. Parents attending sessions are kindly asked to adhere to any instructions from the photographer and to refrain from interfering with the photographer's work. Personal photographic, video, audio, and other recording devices are prohibited during the session.

Travel Fee: There is a travel fee of one dollar (\$1.00) per mile for portrait sessions located over 20 miles outside of San Clemente, CA.

Online Gallery: High-resolution session images will be displayed in a password-protected online gallery. The online gallery will be available for four weeks. Orders for digital files should be completed in that time frame and will be delivered to the client via email once payment is processed. If you would like to re-publish your archived gallery, there is a \$100.00 minimum order.

Copyright Information: It is illegal to copy or reproduce session photographs without Love This Photography's permission, and violators of this Federal Law will be subject to its civil and criminal penalties. All photographs, including all potential proofs, are copyrighted. Reproduction of any image by any means, including copying, re-printing, screen captures, and other means of print reproduction are strictly prohibited and are a violation of copyright law. Love This Photography shall have the right to use all negatives, proofs, photos, prints and all images and likenesses thereon in connection with its display and marketing efforts and you grant to Love This Photography a royalty-free, fully paid and irrevocable license to use all such materials for its commercial and artistic purposes.

Liability: Love This Photography is not responsible or liable for any failure to provide any services due to any act of God, weather event, act of government or any other occurrence, act or event which is outside of Love This Photography's exclusive control. In addition, Love This Photography shall not be responsible for equipment failure or the failure of software or other computer or electronic medium which results in any damage to any proofs, negatives, prints or photos of which results in the inability to print or duplicate any of the foregoing.

Payment Options: A non-refundable booking fee of \$50.00 is due upon scheduling your session. Love This Photography accepts Visa, Master Card, American Express and Discover for booking fees and online orders. The balance of a session fee can be paid online with credit card, or in cash or check on the date of your session. Checks returned by the bank, for any reason, will be charged a \$40.00 service charge and all orders will be suspended if they are not paid in full within three days of notification.

Sales are Final: Due to the custom nature of each session, all sales are final.

I, the undersigned, have read and understood the above policies:

Full Name: _____ Signature: _____ Date: _____