

CHIPPERTON PHOTOGRAPHY

sue@checkthegate.net

CLIENT NAME _____

ADDRESS _____

PHONE _____

EMAIL _____

PETS NAME(S) _____

BREED _____

AGE _____

The client assumes all responsibility for their animal(s) or any other subjects during the session, including any and all destruction of personal, business or public property, personal injury or illegalities. Know your animal(s) and their behavior and limitations before allowing them to be photographed in your home or any public area. The client assumes responsibility of their dog if they allow the dog off leash in a public area. The clients dog must have a solid recall and have no people or dog aggression if being worked off leash.

Please disclose any behavioral or aggression issues before your session.

PAYMENT: Your session is booked with the signing of this contract and a \$100 non-refundable deposit. The client may reschedule with at least 48 hours notice. If the client fails to give notice or reschedule, the deposit fee shall be forfeited.

The client will arrive promptly for the photo session with the dog ready to be photographed. If the client is more 30 minutes late then the deposit will be forfeited and and a new date and new deposit will need to be arranged.

Payment in full is required before the photo shoot.

Client shall assist and cooperate with the photographer, in obtaining desired photographs. Photographer shall not be responsible for photographs not taken as a result of client's failure to provide

reasonable assistance or cooperation. Photographer is not responsible for photographs not taken due to uncooperative pets or other acts that cannot be controlled by photographer.

MODEL RELEASE: By signing this contract, I, the client, have the legal right and authority to execute this release on behalf of the subject(s). I hereby irrevocably authorize Sue Chipperton, Chipperton Photography and its assignees, licensees, legal representatives and transferees to use and publish (with or without my name, the pet's name, or with a fictitious name) images of the subject(s) in any and all forms of media, for the purpose of self-promotion, publicity, publishing (including electronic forms as internet websites), resale as prints or other media for commercial use, or in photographic contests or gallery shows. I, the client waive any and all rights to review or approve any use of the images for the above-mentioned purposes. Sue Chipperton agrees to never use the images in a manner which is slanderous, demeaning, or hurtful in any way to me or any of the subjects. I, the client, warrant that I have authority to agree to the use of the likeness of all pets included in the session in this manner and shall indemnify and defend Sue Chipperton in the event of litigation arising out of such use.

CREATIVE AND COPYRIGHTS: All images, original and processed, remain the sole property of Sue Chipperton. It is ILLEGAL to copy or reproduce any photographs, either physically or digitally, without Sue Chipperton's permission. Violators of this federal law will be subject to its civil and criminal penalties. The client may not download or take screenshots of any digital image produced by Sue Chipperton without express permission. The client will not receive any RAW files and may not edit the work nor remove watermarks. The client may NOT submit any photos taken by Sue Chipperton for use in contests. All images, both physical and digital, when purchased or provided to the client are for **personal use only**. No commercial use by the client is permitted under this contract, including but not limited to resale, promotion of personal business, or use in contests or exhibitions.

PRICING DISCLOSURE: The client contends that they are aware of and have viewed the current price list for the session fees and any and all products, which may be found at www.chipperton.com. This price list is adjusted periodically and may change without notice. Orders placed within the two-week timeframe (beginning when and if the online gallery is activated or the ordering session has taken place) shall be charged the prices posted at the time this contract was signed. Future orders shall be charged at the prices in effect at the time when the order is placed.

EDITING AND RETOUCHING: The editing and retouching on the prints/canvas includes:

- color and exposure correction
- leash removal
- removal of eye goop
- removal of treat crumbs
- cleanup of the face
- removal of (light) dandruff

PHOTOGRAPHY POLICIES: Sue Chipperton will strive to complete sessions, editing and orders in a timely manner. Within two weeks after the client session, Sue Chipperton will provide an online album featuring the best images from the session. The gallery will be online for two weeks, and the client is encouraged to order in a timely manner. All products must be paid for in advance before the order is placed. Once an order for your custom artwork is placed, no refunds will be given. Production can take up to four-to- six weeks, depending on the product.

LIABILITY: Due to the unpredictable nature of Sue Chipperton's profession (supplying and training animals for film and TV) there is a possibility of having to reschedule. The film and television world is a fickle and last minute business which Sue Chipperton has no control over. In the unlikely event that this should occur the pet photo shoot day will be rescheduled or if the client prefers to cancel with full refund of deposit.

It is the client's responsibility to back up any digital files that are purchased or received. Sue Chipperton shall not be held liable for loss or destruction of files, prints or products once they have been received by the client. No part of any order will be delivered until the required balance is paid in full.

REPRINTS: The client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and the client releases Sue Chipperton from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities. Sue Chipperton will make every effort to provide the most accurate color reproduction on all products. Sue Chipperton has no liability whatsoever toward the quality of any prints or products reproduced by the client from digital files purchased from or provided by Sue Chipperton. It is recommended when displaying or storing prints, to use archival materials whenever possible. If any products arrive damaged through no fault of the client, the client may return the products for a refund or replacement.

SOCIAL MEDIA: The client may share blog post links and Facebook albums through use of the share functions and dissemination of direct links from Chipperton Photography. Client shall not copy, download, screenshot, or capture the photographs in any other fashion.

Client can post purchased images on social media only under the agreement that no retouching, photo editing or filters be added to the final image submitted to client. Chipperton Photography strives to maintain an image and a quality of photography that does not involve Instagram filters.

This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties.

I, the client agree to the terms of this contract, signed: _____

Date: _____

Photographer: _____

Date: _____