

HEADSHOTS TORONTO

HEADSHOT PHOTOGRAPHY SESSION AGREEMENT

This agreement is between shall be binding between the "PHOTOGRAPHER" and the "CLIENT").

1. Services & Scope of Work

1.1 This agreement is for services related to a headshot photo session shoot (hereafter "SESSION") to take place at the time and place designated by both the PHOTOGRAPHER and the CLIENT. PHOTOGRAPHER and CLIENT are to arrive for the SHOOT on time as specified beforehand.

1.2 The PHOTOGRAPHER agrees to capture the requisite amount of photos (dependent on the session specified by the CLIENT) for the CLIENT to view as "image proofs" after the shoot. The PHOTOGRAPHER is not required to provide more than the specified number of images as listed on the PHOTOGRAPHER'S web site.

1.3 Co-operation: Both parties agree to amicable co-operation and communication for the best possible result with respect to the headshot photography session. PHOTOGRAPHER is not responsible if CLIENT fails to appear for a session. PHOTOGRAPHER is also not responsible if CLIENT fails to cooperate during photo sessions or for missed images due to not following instructions as given regarding posing, facial expressions, etc. The PHOTOGRAPHER shall not be responsible for photographing a CLIENT who appears unkempt, unclean, perspiring, or in any other manner that would otherwise adversely affect the quality of images. The PHOTOGRAPHER retains the right to either cancel or reschedule the shoot for any such reasons.

1.4 After the CLIENT has chosen images for post processing and sent the PHOTOGRAPHER their image choices, the PHOTOGRAPHER will perform image editing services on these photos including, and limited to, blemish removal, shine reduction, removing flyaway hair, light skin-softening for women, light contrast for men, and tone / colour-correction.

2. Fees & Payment:

2.1 In consideration for the photography services provided by PHOTOGRAPHER, CLIENT agrees to payment in full of the total price of the photography services either before the session or at the session.

2.2 The payment is for services rendered and is not a retainer or deposit nor are the photography services to be considered a "product". Service includes time spent during the photo session, as well as time spent post-processing images. Vis a vis, no physical product will exchange hands.

2.3 The PHOTOGRAPHER shall ensure that the work (photo session and post-processing editing) is to the satisfaction of the client via email communication. If a disagreement later arises regarding either the photo session or the post-processing editing *after* said communication establishing CLIENT satisfaction, it is wholly up to the PHOTOGRAPHER's discretion whether to refund the CLIENT (in whole or in part) if requested. To this end, the PHOTOGRAPHER will take every step necessary in the process to make sure the CLIENT is satisfied at each stage of the process so as to avert such circumstances.

3. Work Product

3.1 PHOTOGRAPHER will deliver proofs of photos to CLIENT no more than 48 hours after the time client selects and sends emails back the list of images to be edited from the proofs given to the CLIENT.

3.2 CLIENT understands and agrees that proofs are the property of PHOTOGRAPHER and are copyrighted. CLIENT has the rights to use these photos for review and online usage. As such, all image proofs are not watermarked. All photos delivered to CLIENT are licensed for CLIENT'S personal or business use only.

3.3 CLIENT agrees upon final editing and subsequent delivery of photos included in the session, that the acceptance and satisfaction of the client shall constitute the fulfillment of the agreement. Should the CLIENT later change their mind and request a different set of images be edited instead, this shall constitute either a wholly new agreement or CLIENT understands and agrees that any additional image requests above and beyond the amount specified in the particular session shall be charged an extra set fee for editing and delivery of said photos.

4. Indemnification & Limitation of Liability:

4.1 PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the SHOOT.

4.2 If PHOTOGRAPHER is unable to perform the services in this contract due to any cause outside of their control, client agrees to indemnify photographer for any loss damage or liability; however, PHOTOGRAPHER will return in full all payments made by CLIENT to PHOTOGRAPHER in relation to this SHOOT.

4.3 CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.

4.4 CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos from the shoot after 30 (thirty) days from the time of the photos have been delivered to CLIENT.

4.5 CLIENT agrees to indemnify and hold PHOTOGRAPHER harmless for any personal injury, which may occur as the CLIENT poses or in any way works with PHOTOGRAPHER or their assigns.

4.6 PHOTOGRAPHER will strive to present photos in a professional manner but is not required to cater to any specific aesthetic preferences of CLIENT above and beyond what is specified on PHOTOGRAPHER'S web site.

5. Duty of Client

CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the SHOOT. PHOTOGRAPHER has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent photographer from photographing the headshot session(s) is not the fault, liability, or responsibility of photographer.

6. Exclusive Photographer

CLIENT agrees and understands that no other party other than PHOTOGRAPHER may take pictures of any poses, lighting situations, or setups made by the photographer. This slows down the photographer's work and violates the photographer's right to take pictures during the SHOOT. CLIENT agrees to take responsibility for insisting that no person(s) get in the way of the PHOTOGRAPHER or take pictures in these situations.

7. Model Release

CLIENT grants permission to PHOTOGRAPHER and their assigns, licensees, and sublicenses, permission to use CLIENT'S image or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, PHOTOGRAPHER may use CLIENT'S likeness and image on PHOTOGRAPHER'S website or other advertising.

9. Assignability and Parties of Interest:

CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific photographer. PHOTOGRAPHER may sub-contract or assign this contract to any second-shooter. PHOTOGRAPHER may assign any photographers associated with the PHOTOGRAPHER to perform duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.

10. Copyright of Images:

CLIENT understands and agrees that PHOTOGRAPHER as "first owner" owns the copyright to all images created (according to the *Canadian Copyright Act of 2012* under *Bill-C11*) and reserves all rights to them. PHOTOGRAPHER has unlimited worldwide rights to the images, including full and exclusive commercial and reproduction rights.