

## **PHOTOGRAPHY AGREEMENT**

Between Myra Hencher Photography and \_\_\_\_\_ (Client) who has signed below.

### **Payment and Delivery**

- Full payment of a Session or Collection is due upon booking.
- Full payment is due upon placing an order for any print or digital products.
- The PHOTOGRAPHER will deliver print products within a 20 km radius of Truro, N.S. The CLIENT may arrange to pick up the products at an agreed upon location or have them shipped at the CLIENT'S expense.
- Allow 3-7 weeks for delivery of print products. If products are delayed at the print lab or in shipping, the PHOTOGRAPHER will let the CLIENT know.
- In the event of a postponement, the fee paid will be applied to a new date. In the event of a cancellation, 20% of the fee paid will be retained by the PHOTOGRAPHER.
- In the event the PHOTOGRAPHER cannot complete the session, the CLIENT will have the option of rescheduling the date or receiving a full refund of fees paid.

### **Model Release:**

- As per the Canadian Copyright Law Bill C-11 (2012) the photographer owns the copyright and the moral rights to all photographs and digital files.
- This Agreement serves as a model release giving Photographer the irrevocable right to use the Photographs and / or video of Client, including any minors or animals portrayed in the Photographs in all forms, media and manner, without any restriction, for advertising, trade, promotion, exhibition, competition or any other lawful purposes in connection with Photographer's services. The Photographer can grant use of the Photographs to third parties and all compensation for use and credit for the images remain the property of the PHOTOGRAPHER and "Myra Hencher Photography".
- Client waives any right to inspect or approve any Photograph used by Photographer in connection with Photographer's Services. This release is binding on the Client, and his/her legal representatives, heirs and assigns.
- Client is solely responsible for any claim brought by anyone portrayed in a Photograph (including minors) with respect to Photographer's use of any Photograph so long as Photographer's use of the Photograph is consistent with the terms of this Agreement.

### **Print and Digital Release:**

- Client is hereby granted a license by Photographer to display and print any digital images provided by the Photographer or purchased by the Client in digital form for personal non-commercial use.
- A social media sized file is approximately 1200px on the longest edge at 72 dpi. They are not recommended for print and are designed for online sharing and are not to be altered. Credit to the PHOTOGRAPHER (Myra Hencher Photography) to be given when shared online.

### **Liability Waiver**

- The CLIENT releases the PHOTOGRAPHER and all her Assigns, from all liabilities, claims and damages that may result from any accidents, illnesses or incidents that may happen during the session in any location, including property owned by the photographer, to the client and/or any person or animal who accompanies them. The CLIENT is responsible for their own safety, the safety of those who accompany them, and the safety of each minor child and pet accompanying them during the session.
- The PHOTOGRAPHER cannot be held responsible for timelines that do not run on schedule and subsequently decrease the allotted time for a photo session, nor for uncooperative individuals and/or animals which may result in planned photos not being completed.

**PHOTOGRAPHER and CLIENT acknowledge that they understand and agree to the terms and conditions of this Agreement.**

**Client:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Minor (if applicable):** \_\_\_\_\_

**Photographer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Myra Hencher Photography  
Valley, Nova Scotia  
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