

David Lancaster Photography

Terms and Conditions

Agreement

This is a contract between the photographer, David Lancaster Photography, and the primary Client(s) listed below. The following individuals (including minor children) will also participate in the photography session and the Client acknowledges that these named individuals are also subject to all terms of this Agreement, including the Model Release.

Primary Client _____

Other participates _____

Rates and Payment Schedule:

The agreed session rate of \$_____ must be paid at the time of the session. No photographs will be provided to the client until full payment is made. A receipt will be issued. The Client will receive the rate posted at the time of the booking.

Delivery and Ordering:

David Lancaster Photography will try to deliver as many of the Client's desired poses as possible, but does not guarantee that all requests will be able to be met, and as such selection of the final images is up to David Lancaster Photography's sole artistic discretion. The Photographer will endeavor to produce the edited digital photographs within 30 days of the session. _____ or more photographs will be presented on www.DavidLancasterPhotography.com for a 2 week time limited free download starting the date of email notification that the photos are ready. After 2 weeks there will be a fee for downloading

Limits of Liability:

David Lancaster Photography is not liable for any unplanned delays or cancellations due to extreme weather, transportation complications, or any other "acts of nature." In the unlikely event that the photographer is unable to perform services due to these factors, severe illness, injury, family crisis, or unforeseen emergency, David Lancaster Photography will make every effort to reschedule the session. If this is not possible, responsibility and liability is limited to the return of all payments received for the session.

This limitation on liability shall also apply in the event the photographic materials are damaged in processing, lost through camera malfunction, memory card malfunction, computer malfunction, or otherwise lost or damaged without fault on the part of the Photographer. In the event that the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

David Lancaster Photography takes the utmost care with respect to files and photographs, In the unlikely event that photographs or files have been lost, stolen, or destroyed for reasons within or beyond David Lancaster Photography's control, David Lancaster Photography's liability is limited to the return of all payments received for the session.

The Client will not hold David Lancaster Photography or the owner of the property liable for any accident or injury that may occur during the session. The Client and their guests are participating of their own free will and are responsible for their own personal safety during the session.

Model Release:

The photographs taken by David Lancaster Photography may be used for the purposes of display, advertising, portfolio, website, or any publication to promote David Lancaster Photography, and for sale including licensing to and by third party stock photography vendors, or any other businesses for the use of advertising, and or marketing. David Lancaster Photography will never endeavor to display the photographs in a negative or derogatory way. Photographs may be entered into competitions by David Lancaster Photography and the copyright of the photographs remain with David Lancaster Photography.

Photographs and Copyright:

All photography, including original and edited photographs, and copyrights are the property of David Lancaster Photography. David Lancaster Photography retains the right to edit the photographs and omit any image. It is understood that the photographer will not deliver every exposure taken. The Client agrees to abide by the Photographer's editing decisions.

The Client has the permission to reproduce from the photography session with their granted Client Print Release which will be given upon presentation of the sessions edited photographs. The Client agrees to limit use of the photographs for family and friends only. Any use for business or for monetary gain will be considered copyright infringement. The Client must obtain written permission from David Lancaster Photography and compensate David Lancaster Photography prior to the Client or the Client's friends and family publishing or selling the photographs.

No Warranty of Longevity and/or Storage:

The client will be provided with time limited free download access of 2 weeks from time of notification that the photography are ready. After the two week time period there will be a fee for downloads. The Client bears the sole responsibility for backing up, archiving, and maintaining the integrity of the files. David Lancaster Photography will store digital photograph files for 12 months as a courtesy, but will not be held liable for storing these files.

During the Session:

The client shall assist and cooperate with the David Lancaster Photography in obtaining desired photographs. The photographer shall not be responsible for photographs not taken as a result of client’s failure to provide reasonable assistance or cooperation. David Lancaster Photography has the right to end the session without refund if there is lack of cooperation or respect.

General:

It is understood that David Lancaster Photography is the exclusive photographer retained to perform photographic services requested on this contact.

Agree to the Terms and Conditions:

I have read and agree to the Terms and Conditions of working with David Lancaster Photography hereby release David Lancaster Photography from all claims and liabilities relating to any and all photographs taken during our session(s).

Name (print) _____

Signature _____

Date _____