

STUDIO LOCATION: By Appointment Only 130 NORTH HICKORY STREET OTTAWA, OHIO 45875

MAIL TO ADDRESS: SMALL TOWN BLISS PHOTOGRAPHY 258 SOUTH THOMAS STREET OTTAWA, OHIO 45875

| Portrait Session Type: | |
|------------------------|--|
| Date of Service(s): | |

Portrait Session Cost: _____

Non-refundable full deposit is due at the signing and submission of this contract to Small Town Bliss Photography.

| Client's Name: |
|------------------|
| Address: |
| Parent Contact: |
| Parent's Phone: |
| Parent's Email: |
| Date of Service: |

Others Participating in the Session:

| Name: | Relation: | Birthday: |
|-------|-----------|------------|
| Name: | | Birthday: |
| Name: | Relation: | Birthday: |
| Name: | Relation: | .Birthday: |

Parties allowed to purchase photos from this session (please check next to chosen option):

* All Models & Guardians of those under the age of 18 are able to purchase.

No Restrictions – Any family member, friend, etc. can contact STB to purchase.

Parties/Individuals able to purchase from STB are limited to:

Small Town Bliss Photography, LLC with Photographer: Mandi Ellerbrock

1. PHOTOGRAPHY SESSION ORDER:

This signed Contract constitutes an order for photography in the form of high resolution images(print) and low resolution (web) on digital files. There are no oral or other agreements of the parties hereto and this Contract constitutes full and complete understanding and agreement between the Client and Small Town Bliss Photographer, LLC.

2. LIMIT OF LIABILITY:

Although care will be taken with the digital files, Small Town Bliss Photography, LLC limits any liability for loss, damage or failure to deliver photographs for any reason of Photographers non-performance caused by any force or similar circumstances, illness, accident or any cause beyond their control. In any event, the limit of Photographer's liability shall not exceed the contract price stated herein.

3. EXCLUSIVE PHOTOGRAPHER: (relates to portrait or non-event sessions only)

It is understood that no other photographer, amateur or professional, shall be allowed to photograph at the session near Mandi Ellerbrock while she is working due to reasons of the photographer delivering the quality of images as expected. Any breach of this agreement can constitute a reason for non-completion of the job with no liability to Small Town Bliss Photographer, LLC.

4. NOTICE OF COPYRIGHT:

It is ILLEGAL to copy or reproduce these photographs in any form, electronic or otherwise, without the photographer's written permission, and violators of this Federal Law will be subject to its civil and criminal penalties. This includes transmission and distribution on the Internet including Facebook, Instagram, Twitter, and Pinterest. Upon purchase and delivery of the digital files to Client's physical control, the client shall gain personal non-commercial rights to images. It is also agreed that Small Town Bliss Photography LLC will have full rights to use all images for advertising purposes.

5. ARCHIVING DIGITAL IMAGES:

Clients have the choice to purchase digital images of the original files at the time of purchase. However, Small Town Bliss Photography LLC does NOT guarantee archival of the digital files past a period of 6 months after the session/event date and will not be held responsible if loss occurs as per section.

6. MODEL RELEASE:

The client authorizes Small Town Bliss Photography LLC to use photographs of said client and/or property and authorize him/her/their and his/her/their assignees, licensees, legal representatives and transferees to use and publish (with or without client's name, company name, or with a fictitious name) photographs, pictures, portraits or images herein described in any and all forms and media and in all manners including composite images or distorted representations, and the purposes of publicity, illustration, commercial art, advertising, publishing (including publishing in electronic form on CDs or internet websites), for any product or services, or other lawful uses as may be determined by Small Town Bliss Photography.

I further waive any and all rights to review or approve any uses of the images, any written copy or finished product.

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Opt Out of Social Media Posting: Please check the box if you DO NOT want us to post your images to Facebook, Twitter, Instagram, and/or Pinterest.

7. SESSION FEE & PAYMENT SCHEDULE:

The session fee is to be paid at time of signing this contract. Client understands and agrees that the full amount owed for the photography session described in this Contract is due on, or before the photoshoot day. No pictures will be taken until paid.

Small Town Bliss Photography, LLC with Photographer: Mandi Ellerbrock

8. PACKAGES/PRINTS PURCHASED:

At least 50% of the total package purchase will be required the day of the ordering session. The remainder of your package balance will be due upon physically receiving your package items.

9. INDEPENDENT CONTRACTOR:

This Contract is not to be construed as an employment agreement in any way. Small Town Bliss Photography LLC functions as an independent contractor. Small Town Bliss LLC may refuse to create images that its photographers deem to be indecent. Such images will not be photographed by any photographer representing this studio. The judgment in such instances is exclusively the decision of the photographer. Small Town Bliss Photography LLC retains the right to deny services to any client.

10. EXTRA CHARGES:

Standard skin retouching is included. Additional retouching will result in additional fees. This will touch up and possibly remove wrinkles, braces, and glare on the glasses All additional charges (extra travel charges, retouching, additional location charges, and charges for a re-sitting) are to be added to the minimum payment required for the job.

11. CANCELLATION:

In the event the Client must cancel the contracted services for photography on this Contract, and balance is paid prior to the event/session, the deposit will be forfeited.

12. LIABILITY:

The Client will not hold the photographer or the owner of the property liable for any injury that may occur during the session.

The terms of this contract are accepted by:

Client Name:

Client Signature:

Legal Guardian Name (If client is a minor):

Legal Guardian Signature:

Photographer Name:

Photographer Signature:

Small Town Bliss Photography, LLC with Photographer: Mandi Ellerbrock

CLIENT INITIALS

Date:

Date:

Date: