



Diana Lundin Photography Pet Portrait Contract

CLIENT NAME

ADDRESS

ANIMAL

NAME

TYPE

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. Please disclose any behavioral or aggression issues before your session.

Your session is booked with the signing of this contract and a \$100 non-refundable Creation Fee. The client may reschedule with at least 24 hours notice and within the same calendar year. If the client fails to give notice or reschedule, the creation fee shall be forfeited.

Client shall assist and cooperate with Diana Lundin, 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/children/spouse, wardrobe malfunction, and 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 Diana Lundin, Diana Lundin Modern Pet Portraiture, Sit Stay Click Pet 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 waive any and all rights to review or approve any use of the images for the above-mentioned purposes. Diana Lundin 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. Remember Me Always Sessions are especially sensitive, and prior consent will be made before images from those sessions are sold commercially. I, the client, warrant that I have authority to agree to the use of the likeness of all persons included in the session in this manner and shall indemnify and defend Diana Lundin in the event of litigation arising out of such use.

CREATIVE AND COPYRIGHTS: All images, original and processed, remain the sole property of Diana Lundin. It is ILLEGAL to copy or reproduce any photographs, either physically or digitally, without Diana Lundin'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 Diana Lundin 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 Diana Lundin 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 http://image3.photobiz.com/540/20140726030619_177016.pdf as a "price list" link on <http://www.dianalundin.com/-/1097683/THE-PET-SESSIONS>. 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
- eye sharpening/cataract lessening (full cataract removal requires additional editing time)

Additional editing beyond the aforementioned items requires additional editing time at a rate of \$85/hour. This includes but is not limited to:

- harness removal

- removal of objects/people from the background
- color changes on objects
- retouching skin and body/body parts on people
- removal/swapping out body parts (pet and/or human)
- compositing multiple pets/people into one image

If there is any additional retouching/editing you would like me to do on the image let me know specifically what you would like to see done and I will send you an estimate for the cost of the extra work.

PHOTOGRAPHY POLICIES: Diana Lundin will strive to complete sessions, editing and orders in a timely manner. Within two weeks after the client session, Diana Lundin will provide an ordering session at your home featuring the best images from the session. In-home sessions yield an average of 25-30 images, while location sessions usually yield 35-40 or more. The images can be ordered at the ordering session. After the session, Diana Lundin may make available to you an online gallery for a deposit of \$500, which will be applied to your purchases. 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. Payment plans are available. 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. Clients can pick up their products, have them delivered, or pay for shipping.

LIABILITY: If Diana Lundin cannot perform this contract due to fire, casualty, act of God, illness, emergency, or other causes beyond the control of the photographer, and cannot reschedule, Diana Lundin will return to the client any money paid, including the pre-paid creation fee, but shall have no further liability in respect to the contract. This limitation of liability shall also apply in the event that the photographic materials are damaged in processing, lost through camera or computer malfunction, lost or damaged in the mail, or otherwise lost or damaged without fault or intent on the part of the photographer. In the event that Diana Lundin fails to perform for any reason, Diana Lundin shall not be liable for any amount in excess of the retail value of the client's order and creation fees paid. It is the client's responsibility to back up any digital files that are purchased or received. Diana Lundin 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 Diana Lundin from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities. Diana Lundin will make every effort to provide the most accurate color reproduction on products purchased through Diana Lundin Modern Pet Portraiture or Sit Stay Click Pet Photography. Diana Lundin has no liability whatsoever toward the quality of any prints or products reproduced by the client from digital files purchased from or provided by Diana Lundin Pet Portraiture. 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. Client shall not copy, download, screenshot, or capture the photographs in any other fashion.

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

I agree to the terms of this contract

Date

Photographer

Date

Witness (optional)

Date