



EMBRACING MOMENTS PHOTOGRAPHY

2515 Noyes St. • Evanston, IL 60201 | www.EmbracingMoments.com | Studio (847) 475-0625

Letter of Agreement

Client (Guardian) _____ Day phone _____
Address _____ Eve phone _____
City, State, Zip _____
E-mail _____
Subject _____

Limited Edition \$35 - Best Friend Forever Date: _____ Time: _____

Charges are based on a session fee; all prints shall be billed in addition to the fee and in accordance with the Special LE Price List.

x _____ Date _____ Facsimile signature deemed to be original
Acceptance of contract terms by «Company» party.

x _____ Date _____ Facsimile signature deemed to be original
Authorized Agent for Embracing Moments Photography

This Agreement is subject to the terms and conditions appearing on following pages. All session fees are non-refundable.

Terms and Conditions

1. Retainer, Payment and Pricing. The client shall remit a \$35 booking retainer with this signed contract, to reserve the date and services of their portrait session. This retainer will be applied to the session fee. The total balance due for any orders placed must be paid in full prior to any work beginning on the ordered images or products.
2. Service Agreement and Liability. This confirms our contracting agreement: We agree that Embracing Moments Photography shall provide the services to photograph you to the best of our abilities in accordance with the portrait session selected. Every effort will be made to assure your satisfaction according to industry standards. Any artistic interpretations by the photographer will be deemed acceptable and correct. If you are not satisfied with your images through fault of Embracing Moments Photography your images will be retaken. If you are not satisfied with your products through fault of Embracing Moments Photography they will be replaced. Notification of dissatisfaction must be received in writing within three days of receipt of images or upon receipt of product(s) in order to receive a refund or replacement. We will do all that we can to ensure that you are satisfied with your images and products. We cannot be responsible for dissatisfaction due to circumstances beyond our control. In the event that photographic materials are damaged or lost through camera or computer malfunction the photographer liability will be limited to retake of the session whenever possible or a refund of the cost of session fee if images cannot be retaken. If the session fee must be refunded, Embracing Moments Photography will have no further obligation to the client.
3. Copyright and Reproduction. The client agrees that all copyrights and/or intellectual property rights for all photographs taken at the session shall be held exclusively by Embracing Moments Photography. It is a violation of federal copyright law to allow photographs created by Embracing Moments Photography to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered without our written permission. You agree to purchase prints directly from Embracing Moments Photography unless in possession of high resolution digital files. You agree not to make copies for sale or for the purpose of circumventing sale of the images by Embracing Moments Photography. You agree not to scan, copy or reproduce images in any manner without a written release. Client agrees to relay the details of this contract to any and all subjects involved in the session and on behalf of the other subjects in the session grants Embracing Moments Photography the model release agreement set aside under the Model Release section. Client agrees that any books ordered will be kept in tact and no photographs will be removed for any purpose (gifts, framing, etc.). Client has received, read and agrees to all terms of copyright in this agreement and those descriptions set forth in the "copyright information" on all the pages of this agreement.
4. Delivery: We are not responsible for photos and/or albums left unclaimed after 30 days. The Client is liable for all costs of collection plus all legal fees. Readiness of Embracing Moments Photography's hand-assembled albums is ordinarily made within 3 to 4 months after receipt of the order.
5. Limitation of Liability: While every reasonable effort will be made to produce and deliver outstanding photographs of the events, Embracing Moments Photography's entire liability to Client for any claim, loss, or injury arising from Jessy Yu's performance is limited to a refund to Client of fees paid. That the amount of the liability can not exceed the amount of this contract. In the unlikely event of personal illness or other circumstances beyond the control of Jessy Yu, a substitute photographer of high qualifications may be dispatched by Embracing Moments Photography to fulfill the obligations of photography herein contracted. The Client agrees to pay all legal fees and costs that may be incurred in the event of legal action. The parties agree that the forum for all disputes shall be the State Courts of Illinois, Cook County.
6. Indemnification: Client agrees to indemnify, defend and hold Embracing Moments Photography and Jessy Yu personally harmless against all claims of any kind made by third parties in relation to the services provided hereunder.
7. Missed appointments: Out of simple courtesy, if customer is unable to make a stated appointment or are more than 20 minutes late, please call the Studio as soon as possible. Neglected appointments, missed appointments and appointments cancelled the same day are subject to an office charge of \$50.00.
8. Model release. The client grants that Embracing Moments Photography may use any images along with our names taken at the session for the promotion of it's business and services. Including but not limited to: website, web log, studio display, promotional materials, and product demos. The right to edit and approve for public use is granted to the client.