

CLIENT NAME(S):  
DATE OF SESSION:  
LOCATION:

### **Contract for Services**

Unless otherwise specified, it is understood that any and all rights to proofs, final or sample prints, thereof shall remain the property of Tovin Sanzen Photography and may be used for any and all personal purposes. Tovin Sanzen Photography retains the rights to use any photos for advertising purposes, and to include said photos in their portfolio.

If Photographer cannot perform this agreement in whole or in part due to a cause beyond the control of the parties, changing of details that no longer fit with the photographers' originally agreed terms or due to Photographer's illness or injury, then Tovin Sanzen Photography will return all fees to the client(s) but shall have no further liability with respect to this Agreement. This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements.

### **WAIVER AND INDEMNIFICATION**

Client and it's agent's, family members and assignees, if any, shall indemnify, and hold harmless, Tovin Sanzen Photography and Tovin Sannes-Venhuizen from any and all claims for damages arising out of the performance of any of the services contemplated by this Agreement with the exception of intentional or illegal acts.

### **DEPOSITS AND RESERVED TIME**

Upon signing this contract, Tovin Sanzen Photography will reserve the time agreed upon and will not make another reservation for the specific time frame. For this reason, all deposits are non-refundable even if the date is changed or becomes canceled for any reason.

### **Your Session**

A deposit of \$\_\_\_\_\_ is due at the signing of this agreement.

An amount of \$\_\_\_\_\_ will be due on the day of shooting \_\_\_\_\_ to bring your total package price to \$\_\_\_\_\_.

*It is understood that even with the signing of a contract and/or verbal agreement, no day is reserved without a monetary deposit.*

### **TIME**

Your session starts at \_\_\_\_\_ and ends at \_\_\_\_\_.

Client agrees to pay any time spent photographing over the discussed period at \$\_\_\_\_\_ per hour. (separate charge)

**No photography/proofs will be released to the client and no rights are granted until timely payment is made in full.**

### **DAY OF THE SESSION**

You agree that you will be dressed in your first outfit, and arrive on time to the chosen location. If you are late, time will be taken from your session or charged under "Extra Time" herein, at the sole discretion of Tovin Sanzen Photography. Friends and family are welcome, so long as they do not interfere with the photographer and the photography taking place. Pictures with friends or family are not permitted unless it has been discussed previously with the approval of the photographer.

### **PAYMENT AND PACKAGES**

Payment towards the rest of the package will be required on the day of shooting. You will not receive any prints, nor will an order for prints be placed unless full payment of the entire package is made. Cash, online payment (paypal) or personal checks are accepted forms of payment. For checks, no retouching or work will be done until funds have been cleared. Returned checks are subject to a \$35 charge. You may not downsize to a smaller package after you have paid the deposit for that package. However, you may upgrade to a larger package at any time, though it exclude any of the outfit changes. Separate charges will apply for the specified package.

A further payment of all necessary expenses (unless otherwise specified) such as parking, fuel, travel, taxi, hotel charges, etc., to be paid at least 14 days before the date of the event. The Client shall reimburse Photographer for any additional costs the Photographer may incur for travel, meals, parking, and other reasonable costs necessary to the performance of these services.

#### RECEIVING YOUR PROOFS, RETOUCED PHOTOS AND PRINTS

For small sessions, please allow up to 14 days from the date of your session to receive your proofs. Allow up to 30 days after you've selected your photos for retouching and an additional 7-14 days for your prints to be ready. Weddings and engagements are considered large orders, and need 30-45 days separately for each process: receiving proofs, retouching, and prints being ready. Times will vary on season and other factors.

#### PROOFS

**Proofs are not meant to be full resolution** and only should be used as a reference for the photos to choose for retouching. Photos from the proofs are unedited and may not be posted online for any reason. The posting of an unedited photo online in any place will result in a breach of contract.

#### RETOUCHING TIME AND PROCESS

The retouching process begins once proofs are selected. The time taken to choose proofs will serve as a factor in the retouching process. Clients who choose their proofs first will get their photos retouched first, regardless of when their photos were taken and which package they have. Any approved retouched photos may not be considered for re-editing. All changes are final once approved and any extra retouching desired by the client is subject to separate charges per revision.

#### BREAKS AND MEALS

The client agrees to provide refreshments or a meal for any event over 5 hours (weddings by default must provide a meal). The photographer reserves the right to a 30-45 minute rest period if event photography requires 6 hours or more.

#### EXTRA TIME

Any additional time spent due to the lateness of the client, retouching, or editing, that are not otherwise paid for under this Contract shall be charged at the rate of \$40 per hour. Tovin Sanzen Photography may elect to perform these services or refuse them, at its sole discretion. Client agrees to pay these services as invoiced, and may be required to pay for these services ahead of their provision.

#### COLORING AND RETOUCHING

Basic retouching includes clearing skin, getting rid of flyways and single strands of hair in the face and obvious blemishes. Basic retouching does not include things like physically changing body shapes, fixing dresses, removing people or things from a photo, fixing clothes/makeup/etc. or adding things to photos. The client may choose to pay per hour for extra retouching.

#### COLORS AND STYLES

Clients may choose between colored or original photos. By default, colored photos will be given. If for any reason the client does not want their photos colored, they will receive original tones brightened and edited slightly. If neither colored nor original versions are satisfactory, the client agrees to pay a separate charge per hour (see **EXTRA TIME**) for additional coloring choices to be presented. By choosing Tovin Sanzen Photography you acknowledge the style and colors used and agree to allow the photographer to choose the colors based on personal preference.

#### UNEDITED PHOTOS/PHOTO POLICY

Client agrees that unedited photos will not be shared for any reason. The only unedited photos the Client will receive are the thumbnails for the proofs to choose for retouching. Client agrees not to post or otherwise share unedited photos. Only your retouched photos will be released. If you would like to purchase additional photos, you must buy each pose separate from your package.

**All outtakes and unedited photos are the property of Tovin Sanzen Photography and are not to be shared, distributed or posted under any circumstances.**

#### OVERALL APPEARANCE AND PERSONAL ITEMS

The photographer is not responsible for any missing, damaged or altered clothing/material belonging to the client. Please be aware that for some photos you may or may not get dirty. It is ultimately your responsibility to make sure your clothes, makeup, hair and overall appearance are the way you want for the photos. The photographer is not responsible for any styling, makeup issues, hair problems or any other factors in the photography other than the directing and photography of the client.

#### WEATHER AND SESSION CHANGES/LOCATIONS

You are able to switch your day because of weather or personal reasons, so long as no other sessions are scheduled that day and it works for the photographer. Locations within 15 minutes of the Frazee, Vergas, Detroit Lakes, and Perham are free. Any other location outside 15 minutes of the chosen City is subject to a separate charge based on distance. **Cost of location permits for shooting or availability and the choosing of a location is the responsibility of the client. Unless otherwise stated, all photo sessions come with ONE location in Frazee. Add-on locations are additional cost.**

#### CLIENT'S COOPERATION

Deliverable items and shots are contingent upon the client performing actions and cooperating with the photographer. The photographer is not liable if the client's neglect leads to a compromise of what has been agreed upon. (i.e. agreeing to take photos of a bride getting ready, but she does not make herself available for the time). The Photographer shall not be responsible for photographs not taken as a result of the Client's failure to provide reasonable assistance or cooperation.

#### DIGITAL FILES, CDs AND EXTRA PRINTS

CDs are not available through Tovin Sanzen Photography. All files will ordinarily be sent digitally through Google Photos or email and will be made available for download. Any additional prints or edited photos ordered are non-refundable, whether or not client decides to keep them.

#### REFUNDS

If you are not satisfied with your photos, you may be refunded half of the total package if the issue stems on the photographers end. You will only be eligible if you have made this known to the photographer before any retouching is made and only if the photographer agrees that it is appropriate. If you choose to re-do your photos for any reason, it will be considered as a new session and you will need to purchase a new package. The deposit is non-refundable. In the event of an emergency, equipment failure or other unforeseen circumstance, the photographer will return any money given up to that point but claims no further liability. Client(s) agree that an entire wedding/event cannot be replicated, reenacted or repeated for the purpose of a re-shoot.

#### CLIENT'S USAGE

The Client is obtaining prints for personal use only, and shall not sell said prints. It is not permitted to give photos to vendors having their products or setups photographed in order to use for advertising or promotion. No commercial use is granted by the issuance of print or digital photos.

#### EXCLUSIVITY

It is understood and agreed that no other photographer will be allowed to photograph or take pictures while the Photographer is working. The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the event/session. Guests, Family and friends of the Client shall be permitted to photograph **using mobile phones only** as long as they shall not interfere with the Photographer's duties.

#### PHOTO REORDERING AND TIME FRAME

You may reorder more photos from your session by purchasing your digital files. To keep organized and conserve space, your photos may be deleted or unavailable 120 days after your session has taken place, and you waive any and all claims against Tovin Sanzen Photography for the unavailability of such photos, even if you must replace them at your own cost. Therefore, it is recommended you pick your poses out and finalize your choices with the photographer as soon as possible.

#### PICK UP AND FINALIZATION

Tovin Sanzen Photography is not liable for any issues with prints after the digital files have been provided to the client. You will be provided with a release form along with the digital prints, as well as a paper copy at the time of the photo shoot. Tovin Sanzen Photography is not expected to or required to produce any sort of product except digital.

By signing, the parties agree that they fully understand and will be bound only by the terms above. Any other terms must be agreed to in writing. Otherwise, the above terms will be considered the consolidated, exclusive terms between the parties.

---

TODAY'S DATE

---

CLIENT PRINTED NAME

---

CLIENT SIGNATURE

(17 or younger requires parent/guardian signature)

---

PHOTOGRAPHER SIGNATURE