



## **HEADSHOT SESSION AGREEMENT**

This contract is a contractual agreement made between **Hau** aka **Howard J Davis** (referred to hereafter as “**Photographer**”) and you (referred to hereafter as “**Client**”). In order to book the **Headshot Session** you must agree to the terms and conditions that are set out below.

### **1. Session Fee.**

A non-refundable retainer of **\$100** is required for all portrait sessions. In the event of cancellation, the retainer paid is non-refundable. It shall be liquidated for damages to the **Photographer** in the event of a cancellation, or breach of contract by the **Client**. No date is reserved until a retainer is received. The retainer shall be applied towards the total cost of the service to be rendered. The remaining **Session Fee** balance is due at the time of your photoshoot.

This fee covers the time and talent of photographer, retouching and creative editing of images, as determined by the photographer, and a gallery of images.

### **2. Portrait Session Includes.**

- **Portrait Session include: ( 2020 Fees 13% HST included )**
  - **1 final image for \$282.50**
  - **2 final images for \$339.00**
  - **3 final images for \$395.50**
- **120 Minutes Session, up to three wardrobe changes**
- **1-3 final images (depending on package purchased) retouched image of your choice - delivered in online album via Pixieset**
- **Additional images available for purchase at \$50/each**

### **3. Location Costs & Fees.**

If there are any costs/fees associated with the location the client has chosen for their session, you, the client, will be responsible for those fees. The photographer will not guarantee or arrange payment on any location. Session fee doesn't covers travel cost. Travelling to locations is an additional **\$50/km**.

#### **4. Late Arrivals.**

Any Client that is late arriving to the session will have the amount of time late deducted from the time allotted for the session. This may also result in a reduction of the number of proofs and edited images. If shooting on location and client is more than **15** minutes late the session will be canceled and retainer will be forfeited.

If an illness or situation prevents a photo session from taking place, client may reschedule their session at least **5** days prior to their shoot without penalty. Should client fail to give **5** days notice, or decide to completely cancel the shoot, the retainer is forfeited and will not be refunded. Photographer reserves the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control.

#### **5. Rescheduling & Cancellations.**

Re-shoots are determined at the discretion of the photographer. Re-shoots will not be given for poor choices of clothing, make-up, hair or weather related issues, or by not following the recommendations of the photographer.

#### **6. Covid Restrictions**

Amid the protocols around Covid-19 socially distanced photoshoots will be taken into account. This can be done in a respectful manner that accommodates the client and photographer for safety precautions.

#### **7. Failure to Perform.**

If the Photographer cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, the Photographer and Client shall make every attempt to reschedule the session. If a reschedule is unable to be agreed upon, Photographer shall return the retainer to the client and shall have no further liability. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event 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.

#### **8. Proofs.**

Proofing gallery of client's images will be available for viewing within **24** hours of session date.

## **9. Sales are final**

Due to the custom nature of each session, all sales are final. Please be absolutely sure of your purchase at the time of ordering.

## **10. Archive.**

All images will be available for ordering for one (1) month following client viewing date. After one (1) month, all images will be purged from photographer's hard- drive, except as needed for promotional purposes, to be determined by photographer at photographer's sole discretion. Photographer is not responsible for loss or damage to the digital files due to circumstances beyond photographer's control.

## **11. Payment.**

All payments are due in full unless payment arrangements have been made. Orders will not be processed until payment in full is received. If client has arranged a payment plan, order will be placed after the final payment has been received.

## **12. Damage.**

Photographer is not responsible for the damage of portraits after delivery to client, Client assumes all responsibility for the safety of all portraits upon receipt.

## **13. Model Release.**

Client gives permission to Haiui aka Howard J Davis to use the images (or variations of the images) from this session for publication in advertising materials, websites, blogs, portfolios, displays, or other promotional methods for Haiui aka Howard J Davis without compensation for such. Haiui aka Howard J Davis will not sell these images to any third party without additional consent from you.

## **14. Copyright & Penalty.**

Haiui aka Howard J Davis retains all copyrights to all images created during client's session, but shall grant an exclusive license to the client to reproduce and publicly display the purchased images for digital and print usage. However, all commercial uses (such as paid advertising campaigns, books, etc.), from which you will obtain direct sales/income will require further licensing at the time of use. By signing this contract, you agree to contact the photographer in the event that such a usage is desired. Photo credit is required when photo is used.

The print release does not allow selling or altering of your images. It is illegal to copy, scan, download, print, share, alter, or otherwise steal any image created by Haiui aka Howard J Davis during client's photo session. This applies to images posted in an online

proofing gallery, blog, Facebook, or hard copy images. If client steals images via any method listed above, or any other method, client will be invoiced for the cost of **EACH** digital image client has stolen, at photographer's current price per digital file.

**15. Indemnification.**

The Photographer shall be held harmless for any and all injury to the Client during the course of the photography session and the immediately surrounding events. Photographer is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and for themselves and release photographer from any claims against their person or their business.

**16. Miscellany.**

This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of Ontario, Canada.

**17. Waivers.**

The waiver of any breach of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Contract.

**18. Attorney's Fees.**

If either party to this Contract brings a legal action against the other party to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.

Client Signature: \_\_\_\_\_

Client (Print Name) : \_\_\_\_\_

Date: \_\_\_\_\_

Please sign and email to: [photosbyhjd@gmail.com](mailto:photosbyhjd@gmail.com) to secure session.



multi-disciplinary artist  
hau.ca