



CLIENT _____

SUBJECT NAMES _____

ADDRESS _____

HOME / MOBILE PHONE _____

EMAIL _____

SESSION TYPE / FEE / DATE _____

SERVICE AGREEMENT AND LIABILITY

THE CLIENT AGREES THAT DARKERSHADESOFBROWN PHOTOGRAPHY SHALL PROVIDE SERVICES TO PHOTOGRAPH 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 DARKERSHADESOFBROWN PHOTOGRAPHY YOUR IMAGES WILL BE RETAKEN. IF YOU ARE NOT SATISFIED WITH YOUR PRODUCTS THROUGH FAULT OF DARKERSHADESOFBROWN PHOTOGRAPHY THEY WILL BE REPLACED. NOTIFICATION OF DISSATISFACTION MUST BE RECEIVED IN WRITING WITHIN ONE WEEK OF RECEIPT OF IMAGES OR UPON RECEIPT OF PRODUCT(S) FOR 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 A 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, DARKERSHADESOFBROWN PHOTOGRAPHY WILL HAVE NO FURTHER OBLIGATION TO THE CLIENT.

PAYMENT, RETAINER, AND CANCELLATION POLICY

THE CLIENT SHALL SUBMIT A \$100 RETAINER WITH THIS SIGNED CONTRACT, TO RESERVE THE DATE AND SERVICES OF THEIR PORTRAIT SESSION. THIS RETAINER WILL BE APPLIED TO THE SESSION FEE. IF THE SESSION IS RESCHEDULED OR CANCELLED BY THE CLIENT, THE RETAINER WILL NOT BE RETURNED OR APPLIED TOWARDS THE RESCHEDULED SESSION. THE RESCHEDULED SESSION WILL REQUIRE A NEW \$100 DEPOSIT TO SECURE THE NEW DATE. THE BALANCE OF THE SESSION FEE MUST BE PAID AT THE TIME OF THE SESSION BY CHECK. ANY CHARGES INCURRED IN SHIPPING PRINTS OR PRODUCTS WILL BE BILLED TO THE CLIENT. PRICES FOR PRINTS AND PRODUCTS ARE VALID FOR A PERIOD OF SIX MONTHS AFTER THE DATE OF YOUR SESSION. THE TOTAL BALANCE DUE FOR ANY ORDERS PLACED MUST BE PAID IN FULL PRIOR TO ANY WORK BEGINNING ON THE ORDERED IMAGES OR PRODUCTS. ALL PAYMENTS INCLUDING DEPOSITS ARE TO BE MADE AND MAILED TO DARKERSHADESOFBROWN PHOTOGRAPHY 930 MEADOW AVE SUITE 2A SCRANTON, PA 18503.

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 DARKERSHADESOFBROWN PHOTOGRAPHY. IT IS A VIOLATION OF FEDERAL COPYRIGHT LAW TO ALLOW PHOTOGRAPHS CREATED BY DARKERSHADESOFBROWN PHOTOGRAPHY TO BE REPRINTED, DUPLICATED, DIGITALLY REPRODUCED, COPIED, SCANNED, OR ALTERED WITHOUT OUR WRITTEN PERMISSION. YOU AGREE TO PURCHASE PRINTS AND PRODUCTS DIRECTLY FROM DARKERSHADESOFBROWN 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 DARKERSHADESOFBROWN PHOTOGRAPHY. YOU AGREE NOT TO SCAN, COPY OR REPRODUCE IMAGES IN ANY MANNER WITHOUT A WRITTEN RELEASE.

MODEL RELEASE

THE CLIENT GRANTS THAT DARKERSHADESOFBROWN PHOTOGRAPHY MAY USE ANY IMAGES TAKEN AT THE SESSION FOR THE PROMOTION OF IT'S BUSINESS AND SERVICES. INCLUDING BUT NOT LIMITED TO: WEBSITE, BLOG, STUDIO DISPLAY, INTERNAL AND EXTERNAL PROMOTIONAL MATERIAL, AND PRODUCT DEMOS.

LOCATION, PORTRAIT SESSION DETAILS AND TERMS

* ALL SESSIONS INCLUDE PHOTOGRAPHY BY DANIEL LANTON. DARKERSHADESOFBROWN PHOTOGRAPHY MAY END THE SESSION AT THEIR DISCRETION ACCORDING TO OUR DETERMINATION OF HAVING CAPTURED ADEQUATE IMAGES BOTH IN TERMS OF QUALITY AND QUANTITY. IF THE SESSION IS ENDED PRIOR TO THE MAXIMUM AMOUNT OF TIME, THERE WILL BE NO REFUND OR CREDIT FOR UNUSED TIME.

* WE WILL SHOW ANYWHERE FROM 100-300 IMAGES FROM AN AVERAGE SESSION. IF THE TOTAL NUMBER OF IMAGES IS ABOVE OR BELOW THIS AMOUNT THERE WILL BE NO CREDITS GIVEN OR EXTRA CHARGES APPLIED.

* IF ADDITIONAL TIME IS REQUIRED FOR ONLINE PROOFING, AN ADDITIONAL SIX MONTHS CAN BE GIVEN UPON REQUEST.

* DUE TO THE LARGE AMOUNT OF STORAGE SPACE REQUIRED FOR TODAY'S DIGITAL IMAGING TECHNOLOGY AND THE LARGE QUANTITY OF IMAGES WE CREATE PER YEAR, WE CAN ONLY KEEP YOUR IMAGE FILES ONLINE AND IN OUR SYSTEM FOR 6 MONTHS. AFTER 6 MONTHS, ALL IMAGES WILL BE STORED ON OUR SYSTEM BUT WILL NOT BE AVAILABLE TO VIEW UNLESS A REQUEST IS MADE.

* DARKERSHADESOFBROWN PHOTOGRAPHY RESERVES THE RIGHT TO REFUSE A REQUESTED LOCATION FOR ANY REASON.

* THE CLIENT AGREES AND UNDERSTANDS THAT THE TYPE OF WORK WE WILL PRODUCE WILL BE OF SIMILAR STYLE AND CALIBER TO THE IMAGES SHOWN ON OUR WEBSITE. THE CLIENT AGREES TO ALLOW DARKERSHADESOFBROWN PHOTOGRAPHY TO COMPLETE CREATIVE CONTROL OVER THE LOCATION OF THE SESSION AS WELL AS ANY POSES OR LACK THEREOF EXECUTED AT THE SESSION.

* THE CLIENT AGREES TO RELAY THE DETAILS OF THIS CONTRACT TO ANY AND ALL SUBJECTS INVOLVED IN THE SESSION.

PROOFS, PRINTS, AND RETOUCHING

ANY PROOFING PRODUCT ORDERED OR ONLINE WILL ALL BE INDIVIDUALLY CORRECTED FOR COLOR BALANCE, DENSITY, CONTRAST, ETC. ANY PRINTS THAT ARE ORDERED OR USED IN A FINE ART BOOK WILL RECEIVE INDIVIDUAL ATTENTION IN THE FORM OF RETOUCHING, ENHANCEMENT, SELECTIVE AREA ADJUSTMENTS, ARTISTIC ENHANCEMENTS, ETC. RETOUCHING MEANS CORRECTING VARIOUS ELEMENTS IN AN IMAGE SUCH AS: LITTER, DISTRACTING ELEMENTS, AND MINOR PHYSICAL IMPERFECTIONS (BAGS UNDER EYES, TEETH WHITENING, EYES WHITENING, CLEARING OF SKIN, MAJOR STRAY HAIRS, ETC). DARKERSHADESOFBROWN PHOTOGRAPHY IS GRANTED TOTAL ARTISTIC CONTROL OVER THE FINAL IMAGE AND THE CLIENT UNDERSTANDS THAT THESE ARE THE STEPS WE WILL TAKE WHEN REFERRING TO RETOUCHING. ANY REQUESTED RETOUCHING OVER THAT SPECIFIED ABOVE WILL BE BILLED AT \$100 PER HOUR.

THE CLIENT HAS RECEIVED, READ, AND AGREES TO ALL TERMS OF COPYRIGHT IN THIS AGREEMENT AND THOSE DESCRIPTIONS SET FORTH IN THE "COPYRIGHT INFORMATION" ON THE LAST PAGE OF THIS AGREEMENT AND AGREES TO RELAY THE DETAILS OF THIS CONTRACT TO ANY AND ALL SUBJECTS INVOLVED IN THE SESSION.

THE UNDERSIGNED HAVE READ AND AGREED TO ALL TERMS AND CONDITIONS ON ALL PAGES OF THIS AGREEMENT.

CLIENT _____

DATE _____

WHAT IS COPYRIGHT?

COPYRIGHT CAN BE CONFUSING. WHAT IS COPYRIGHT? WHO OWNS WHAT? WHY ALL THE FUSS? HOW CAN I GET COPIES MADE? THESE ARE ALL QUESTIONS THAT FREQUENTLY ARISE. THIS INFO SHEET IS DESIGNED TO PROVIDE INFORMATION TO HELP OUR CUSTOMERS UNDERSTAND WHY PROFESSIONAL PHOTOS CANNOT BE COPIED.

THE U.S. CONSTITUTION AND THE FEDERAL COPYRIGHT ACT GIVE "COPYRIGHT" PROTECTION TO "AUTHORS" FOR THEIR "ORIGINAL WORKS," SUCH AS PHOTOGRAPHS. AMONG THE PROTECTIONS THAT COPYRIGHT OWNERS HAVE ARE THE EXCLUSIVE RIGHTS TO: MAKE COPIES OF THE WORK, PREPARE OTHER WORKS BASED ON THE ORIGINAL, DISTRIBUTE COPIES OF THE WORK TO THE PUBLIC BY SALE, RENTAL, LEASE, OR LENDING, AND TO PUBLICLY PERFORM AND DISPLAY THE WORK. THESE RIGHTS ARE PROTECTED BY LAWS WHICH PROVIDE FOR DAMAGES AND CRIMINAL PENALTIES FOR VIOLATIONS. BOTH THE CUSTOMER AND THE LAB THAT VIOLATES COPYRIGHT ARE SUBJECT TO THE LAW.

WHO OWNS WHAT?

THE LAW SAYS THE "AUTHOR" IS THE OWNER OF THE COPYRIGHT. THE AUTHOR OF A PHOTO OR IMAGE IS THE PERSON WHO SNAPPED THE SHUTTER OR CREATED THE IMAGE. IF YOU TOOK THE PHOTO, YOU OWN THE COPYRIGHT. IF A PROFESSIONAL PHOTOGRAPHER TOOK THE PHOTO FOR YOU, THEN HE OR SHE OWNS THE COPYRIGHT. IF YOU DECIDE TO PURCHASE THE DIGITAL NEGATIVES FROM YOUR SESSION, YOU OWN THE RIGHT TO MAKE UNLIMITED REPRODUCTIONS OF THE IMAGES FOR PERSONAL USE ONLY.

WHY ALL THE FUSS?

THE PRIMARY REASON IS ECONOMIC. WE INVEST A GREAT DEAL OF TIME AND CREATIVE ENERGY IN CREATING THE EXPERIENCE, IDEA, THEME, SETTING, POSE, LIGHTING, BACKGROUND, AND EXTRA SHOTS TO GET THE RIGHT ONE. WE HAVE PRICED OUR SESSION FEES TAKING INTO ACCOUNT THE FACT THAT OUR CUSTOMERS WILL BE PURCHASING THEIR PRINTS AND PRODUCTS FROM US AFTER THE SESSION. IF THE PRINTS ARE OBTAINED ELSEWHERE, WE LOSE THE OPPORTUNITY TO RECOVER FUNDS FOR THE EFFORT EXPENDED. WE ARE ALSO VERY CONCERNED ABOUT OUR ARTISTIC INTEGRITY. SINCE OUR NAME IS ASSOCIATED WITH THE PHOTOS, WE WANT COMPLETE QUALITY CONTROL OVER THE QUALITY OF THE PRODUCTS AND REPRINTS. MANY PEOPLE HAVE NO IDEA ABOUT COPYRIGHT AND THINK SINCE THEY PAID US TO TAKE A PICTURE OF THEM THAT THEY OWN THE COPYRIGHT. THIS IS FAR FROM TRUE. WHILE YOU OWN THE PRINTS YOU PURCHASED, YOU DO NOT OWN THE RIGHT TO COPY THE WORK IN ANY WAY.

HOW CAN I GET COPIES MADE?

CONTACT DARKERSHADESOFBROWN PHOTOGRAPHY DIRECTLY TO PLACE ANY ORDERS FOR PRINTS OR PRODUCTS YOU MAY NEED.

FINES FOR COPYRIGHT INFRINGEMENTS

FINES FOR COPYRIGHT INFRINGEMENT NOW EXCEED \$150,000 U.S. DOLLARS (PER INFRINGEMENT). IN OTHER WORDS, IF SOMEONE TAKES AN IMAGE THAT THEY DID NOT TAKE AND PUBLISHES IT OR REPRODUCES IT WITHOUT THE COPYRIGHT OWNERS CONSENT, THEN THEY ARE LIABLE AND COULD BE FINED UP TO \$150,000 FOR EACH VIOLATION.

WHAT CAN'T I DO?

A FEW EXAMPLES OF WHAT IS CONSIDERED COPYRIGHT INFRINGEMENT INCLUDE: SCANNING PHOTOS, PHOTOCOPYING PHOTOS, SCREEN CAPTURES OF ONLINE IMAGES FOR THE PURPOSE OF PRINTING, REPRODUCING PHOTOS FOR YOU OR OTHERS, ETC.

THANK YOU IN ADVANCE FOR ADHERING TO THESE POLICIES AND RESPECTING THE VALUE OF OUR WORK.

SINCERELY.

~DANIEL LANTON~
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