



PHOTOGRAPHY CONTRACT (MINI SESSIONS)

This agreement is between THE CLIENT and GINA GENTILE hereinafter referred to as the "Photographer(s)".

Non-Refundable Date Reservation Retainer: \$149

Balance Due at the time of your shoot: \$150

To reserve the Session Date, Client shall pay to Gina Gentile ("Photographer"), upon execution of this Agreement, a non-refundable date reservation retainer in the amount of \$149. Client understands and agrees that Photographer will not book other sessions during this time. In the event that Client cancels the portrait session or fails to attend the session on the Session Date, for any reason, Photographer shall suffer losses that are difficult to ascertain. As such, Client agrees that, in the event of cancellation for any reason, such \$149 shall be forfeited by the Client and paid to the Photographer as liquidated damages and not as a penalty. Client and Photographer agree that such amount is reasonable.

MINI SESSION INCLUDES (\$299): 30 minute session* on 1 predesigned set, (5) high resolution digital images with printing rights. You will choose your 5 favorite images from the online watermarked proofing gallery provided. **Please arrive on time. Lateness WILL cut into your session time, therefore effecting final image count.*

A flash drive/CD/digital download of **ALL** digital images is **NOT** included in the prices above, they are sold separately.

I, the Client, understand that digital images, additional products and prints are sold separately. The \$149 non-refundable date reservation retainer is to hold my date and does not include any digital images or additional products or prints. I have read the price list that was provided to me and understand it fully.

*ALL VIEWING AND PRODUCT PURCHASING WILL TAKE PLACE THROUGH A WATERMARKED ONLINE GALLERY (TO PREVENT IMAGE THEFT) ON OR BEFORE 11/25/26. THE CLIENT UNDERSTANDS THAT THE ONLINE GALLERY IS WATERMARKED AND WILL ONLY BE AVAILABLE FOR 3 DAYS AFTER THEY RECEIVE THEIR LINK TO THE GALLERY. GALLERIES WILL CLOSE AFTER 3 DAYS AND WILL REQUIRE A \$75.00 FEE TO REOPEN. PLEASE BE AWARE THAT FULL PAYMENT IS REQUIRED TO PLACE AN ORDER WHEN CHOOSING IMAGES/PRODUCTS.

No part of any order, including previews, will be delivered until this contract is signed and the balance of your order is paid in full.

It is understood and agreed that Gina Gentile ("Photographer") is the exclusive photographer retained to perform the photographic services requested under this Agreement. No other person with a phone, camera or other image or video recording device may photograph or record the session without the Photographer's prior written consent. All photographs created by the Photographer are the intellectual property and copyrighted works of Gina Gentile Photography and are protected under the United States copyright law. The Photographer retains full copyright ownership of all images, including RAW files and edited images. It is illegal to copy, scan, screenshot, reproduce, distribute, submit to contests, manipulate, crop, edit, or otherwise alter any images without the Photographer's prior written permission, whether the images have been purchased or not. The Photographer reserves the right to use any images created during the session for portfolio display, advertising, marketing, publication, or promotional purposes, including but not limited to websites, social media such as Facebook and Instagram, printed materials, business cards, and studio samples. Client understands and agrees that under New York State and United States copyright law, copyright to all photographs remains with the Photographer who created the images, regardless of the subject, the Client hiring the Photographer, or the Client purchasing the final images. The Client receives a personal-use license included in their session for purchased images unless otherwise agreed in writing. **Client understands that when publishing photos on websites, i.e. personal website, social media accounts, Facebook, Instagram, etc., the Client agrees not to alter the images in any way, including cropping, applying filters, or editing, and will only post images with proper artistic credit given to Gina Gentile Photography as the photographer in the caption or comments.**

Original photographs (RAWS) are not included, only edits of the purchased images. Photographer retains the right to edit the photographs and omit any image. It is understood that the Photographer will not deliver every exposure taken. Client agrees to abide by Photographer's editing decisions.

Depending on the subject's cooperation, arrival time, and session type, approximately 10 or more proofs will be presented in the Client's watermarked online gallery.

For clients adding on tangible products: The Client has the choice to have their products shipped to their home or pick them up from the Photographer. The Client is responsible for all shipping costs, supplies, and fees, or for picking up their prints or products from the Photographer's studio approximately 10 business days after purchase date*. **Please be aware that certain items take longer than others to be completed and shipped. You*

will be notified immediately upon your order's arrival and pick up times.

Client is responsible for making a backup of their images from the digital download/USB. Photographer will retain the Client's images for up to one (1) year from the session date.

Poses and creative style are done at the Photographer's discretion. The Photographer is not responsible for poses or photographs not obtained as a result of Client's lateness, failure to provide reasonable assistance or subject's cooperation.

The charges in this contract are based on the Photographer's current price list. This price list is adjusted periodically and future orders may be charged at the prices in effect at the time the order is placed.

All images and/or products are non-refundable and non-exchangeable. Once an order has been approved and submitted, revisions or changes of any kind cannot be made. Damaged, misprinted, or incorrect prints/products ordered through the Photographer's lab due to the Photographer's error will be corrected and replaced; no refunds or exchanges will be issued. Quality of prints and products ordered through the Photographer's lab is guaranteed and will be replaced in the event of a lab or product defect, provided the Photographer is notified within 1 day of delivery and the defect is determined not to have been caused by the Client.

All retainers and payments are non-refundable. In the event Photographer files suit to enforce any term or condition herein, Photographer is entitled to expenses of litigation including reasonable attorney fees.

FAILURE TO PERFORM:

If the Photographer is unable to perform this Agreement due to illness, emergency, equipment failure, weather, or other circumstances beyond the Photographer's control, the Photographer will make reasonable efforts to reschedule the session. If rescheduling is not possible, liability shall be limited to the return of all payments received. The Photographer shall not be responsible for any additional damages or losses. In no event shall the Photographer's liability exceed the total amount paid by the Client under this Agreement.

RELEASE AND WAIVER OF LIABILITY

In consideration of participating in a photography session with Gina Gentile Photography, I acknowledge and agree to the following:

I voluntarily participate in this photography session and assume all risks associated with participation, including but not limited to risks of personal injury, illness, property damage, or other loss that may occur during the session or while traveling to or from the session location. To the fullest extent permitted by law, I hereby release, waive, and discharge Gina Gentile Photography, Gina Gentile, the property owner where the session takes place, and their respective owners, employees, contractors, agents, representatives, and affiliates from any and all claims, liabilities, damages, demands, or causes of action arising out of or related to my participation in the photography session, including claims arising from the ordinary negligence of the released parties. I agree that Gina Gentile Photography and the property owner shall not be held liable for any injury, accident, illness, property damage, or loss that may occur during or in connection with the photography session. I further agree to indemnify, defend, and hold harmless Gina Gentile Photography, Gina Gentile, and the property owner from any claims, demands, damages, or legal actions brought by me or on my behalf, or by any third party, arising out of my participation in the session. I acknowledge that photography sessions may involve movement, posing, props, studio equipment, lighting equipment including flash or strobe lighting, and indoor or outdoor locations that may present inherent risks. I confirm that I am physically able to participate and assume full responsibility for my participation. I authorize Gina Gentile Photography to use photographs or video taken during the session for portfolio, studio display, website, social media, advertising, marketing, competition, and publication purposes unless otherwise agreed to in writing. This release shall be binding upon me and my heirs, representatives, successors, and assigns and shall be governed by the laws of the State of New York. If any portion of this agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

By filling out & submitting the e-form, I acknowledge that I have read and fully understand this Release and Waiver of Liability and voluntarily agree to be legally bound by its terms. I understand that my electronic submission constitutes my legal signature and has the same force and effect as a handwritten signature.

Parent/Guardian Consent for Models and/or Clients under 18:

If the participant is under the age of 18, the submitting parent or legal guardian confirms that they have authority to sign on behalf of the minor and agrees to the terms of this release on behalf of the minor. The parent or guardian further agrees to indemnify and hold harmless Gina Gentile Photography and the property owner from any claims brought on behalf of the minor.

I have read and understood the contents on the pages of this contract and agree to the terms therein.

This agreement represents the entire understanding between the parties and may only be modified by a written agreement.