



Client Photography Contract

Natassia Gyger Photography sent you the following contract.

Date: April 14, 2025

Client Name: Amy Frey

Client Address: , ,

Client Email: amyfrey800@gmail.com

Session Date: 6/30/2025

Session Start Time: 7:30 PM

This agreement is between Natassia Gyger Photography, hereinafter referred to as the "Photographer", and the signers of this portrait photography agreement, hereinafter referred to as the "Clients", collectively referred to as the "Parties", with the portrait session detailed below.

Deposit

A retainer fee of \$_75__ is required for all portrait sessions.

This is a **non-refundable deposit**. In the event of cancellation, the deposit 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 deposit is received. The deposit shall be applied towards the total cost of the service to be rendered.

The balance of the complete package price must be paid before or on the day of event. Additional custom orders (reprints, enlargements, albums) must be paid in full at the time of order.

Cancellation

There shall be **no** refund of deposit after the signing of the Agreement and the reservation of the photography date. Once a balance is paid, it is **non-refundable**. Any other arrangements shall be discussed between the Clients and the Photographer. Cancellation by client within 24 hours of session date yields a payment of 50% of quoted price on the day of the missed session.

Copyright

Title (possession) of and copyright to all products shall remain with the Photographer until client has paid in full. All photos are copyrighted. The negatives and or digital images (hereinafter collectively the "images") created by the Photographer and/or subcontractor(s) remain the property of the Photographer. It is illegal to copy, scan, or reproduce without the written permission of the Photographer. Violators of this federal law will be subject to its civil and criminal penalties.

Permission is hereby granted to the Photographer to use any images created under this contract for professional samples, displays, internet website pages, advertising, exhibitions, contests, and any other purpose.

The Photographer retains the copyright to all images produced by the Photographer and/or the Photographer's subcontractors. If purchasing Hi- Resolution images, Clients will be given a written release to make personal copies of images. The client understands the images given cannot be used for profit or advertising and all posting of images on the internet must be acknowledged as images by the Photographer.

Creative License

Images are edited at the Photographer's discretion, and delivered prints may not include all images shot. The Photographer reserves the creative rights to edit and release only those images deemed creditable as professional in quality and within the photographer's artistic standards. The Client is aware that not every image is going to be the perfect picture and will not hold the Photographer accountable for opinions the Client may have on the pictures received.

Force Majeure

If the Photographer or its assigns cannot perform this Agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, then the Photographer shall return any moneys paid by the Client, less retainer fee and expenses, but shall have no further liability with respect to the Agreement. This limitation of liability shall also apply in the event that photographic materials are damaged, lost through camera malfunction, compact flash card malfunction, or otherwise lost or damaged without the fault on the part of the Photographer. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. The Client agrees that an event cannot be replicated, reenacted or repeated for the purpose of a re-shoot and limits the Photographer's liability to the amount paid under this contract.

General Limitation of Liability

IN NO EVENT SHALL PHOTOGRAPHER BE LIABLE TO CLIENT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER PHOTOGRAPHER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Complete Agreement

This contract represents the entire agreement and understanding between the parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the parties. Client represents and warrants that it is not relying on any statement or representation not contained in this contract. To the extent any terms set forth in any exhibit, attachment or schedule conflict with the terms set forth in this contract, the terms of this contract shall control unless otherwise expressly agreed by the parties in such exhibit, attachment or schedule.

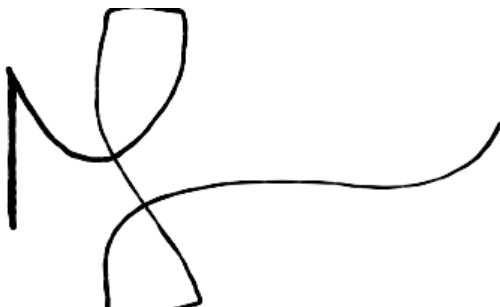
Severability

If any provision of this contract, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this contract will continue in full force and effect.

This is a contract for personal photography services to be provided by the Photographer and/or individuals subcontracted to do work for the Photographer.

The Parties agree to the above and below terms and conditions, and acknowledge that they have received, read, and understand the Photographer's current price list.

Signed: Natassia Gyger

A handwritten signature in black ink, appearing to read 'Amy Frey', with a stylized, flowing script.

This contract was signed by Amy Frey at 8:18 PM, 04/14/2025

