



JSM PHOTOS

real estate photography x lifestyle portraits x gallery prints

Portrait and Branding/Marketing Terms and Conditions

1. If the Photographer cannot perform the services as invoiced due to weather or in case of illness or emergency, then the photographer shall reschedule the session and credit all monies towards the new session date.
2. Client understands that by entering into this agreement, Photographer is foregoing other jobs. In the event of a cancellation by the Client, the session fee paid is non-refundable. In the case of postponement, all monies shall be credited towards the new date. 48 hours notice of postponements are greatly appreciated. A \$50 fee may be assessed for postponements made within 24 hours of the shoot that are not due to weather or acts of God.
3. In the event the photographer is unable to perform the session completely, the photographer shall refund all monies paid, excluding expenses, to the Client and shall have no further liability with respect to the services unless both parties agree to reschedule all or part of the session to a new date. This limitation on liability shall also apply in the event that photographic materials are damaged, lost through camera malfunction, lost in mail, or otherwise lost or damaged without fault on the part of the Photographer.
4. Client agrees invoices must be paid in full prior to delivery of services (day of the photoshoot).
5. Client understands that images delivered will remain available in the link provided for 3-months after the session date. Images will be deleted following the 3-month anniversary. The client is responsible for saving the images within this period.
6. Client understands the following session times and quantity of photos to be delivered within 14 days of the session.
 - a. **Basic Headshot Session:** 15 min; 2 Retouched Photos, 1 Backdrop of Choice
 - b. **Upgraded Headshot Session:** 30 min, 5 Retouched Photos, 2 Backdrops of Choice
 - c. **On-Site Headshot Session:** Determined by Individual Bookings

JSM Photos, LLC

jsmphotosfl@gmail.com | 941 993 8662 | @jsmphotosfl



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- d. Portrait Session:** 60 min; 30-50 Photos
 - e. Branding/Marketing Session:** 45-60 min; 10-15 Photos
 - f. Event Photography:** Determined by Individual Bookings
7. The charges for these services are based on the photographer's standard pricing at the time of service. Standard pricing is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed. Additional requested photos more than the deliverable quantity set above may incur a fee..
 8. Client is responsible for any fees for the use of private venues at cost.
 9. Client agrees to pay a travel rate determined by the photographer for location shoots beyond 30 miles (60 miles round trip) from the photographer's address or studio up to 60 miles away (120 miles round trip).
 10. Clients have the right to print, post on social media, or distribute electronically any delivered images provided they are un-cropped and unedited (by anyone but Photographer).
 11. Client authorizes the Photographer the use of all images created as part of these services the irrevocable and unrestricted right to use and publish photographs of Client, Client's child or children, or in which Client may be included for editorial, trade, advertising and other purposes, and in any other manner and medium; to alter the same without restriction; and to copyright the same. Client hereby releases Photographer and her legal representatives and assigns from all claims and liability relating to said photographs.
 12. These Terms and Conditions contain the entire understanding between Photographer and Client. It supersedes all prior agreements between the parties or with representatives of the photographer. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, it does not mean that any other provision is also waived. These Terms and Conditions apply to an order with JSM Photos LLC for the services as defined in the invoice to which they are attached.

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