

Client Name:	Date:	
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1. NO GUARANTEED RESULTS

Photographer will make a good faith effort to achieve Client's desired results. However, photography is a subjective art form, and Client acknowledges that Photographer cannot and will not guarantee any particular results, including Client's desired results.

2. NON-REFUNDABLE RETAINER FEE

A required retainer of \$199 due at the signing of this agreement or at another time as agreed by the Parties. No photography will take place and no rights are granted until the retainer is paid in full. Photographer will not reserve the session date and time until paid the retainer in full. The retainer fee does not include images or products. Cash, check and credit cards are all accepted forms of payment. State sales tax will be applied to all sales.

3. NO REFUNDS

Upon both Parties signing this Agreement, and upon Client furnishing Photographer with the agreed-to retainer, Photographer will reserve the session time and will not make another reservation for the specified time frame. For this reason, all retainers are non-refundable if the Session is cancelled or changed for any reason. Retainer fee is one-time transferable within 30 days if agreed upon by client and Photographer. Fees, once paid, are non-refundable as well.

4. CANCELLATION/RESCHEDULING/LATE ARRIVALS

Cancellation: If Client requests to amend or cancel this agreement 14 or more calendar days before the agreed upon photographic event date, the retainer shall be applied a mutually agreed upon reschedule date. If Client cancels, or fails to show, 3 or less calendar days before the agreed upon photographic event date, the retainer shall be forfeited and a new retainer will be required to hold a new date.

Rescheduling/ Late Arrivals: In the event that the Client requests to reschedule a photographic event, the retainer shall be applied to a rescheduled event if notice is given at least 5 days prior to the schedule event. Reschedule must be within the same calendar year. Any Client that is late arriving to the event will have the amount of time late deducted from the time allotted for the event. Clients shall not be compensated for the time deducted from the event due to late arrival of the Client.

5. ORDERS/SELECTION

A selection appointment must be scheduled up to 2 weeks following your session. Viewing of your images will be made available via an online gallery approximately 14 days after your session. A rush delivery may be requested and if honored, the online gallery will be made availabe 3 days after your session for an additional \$75. Images are selected from the studio and payment for any additional portrait image/s is/are due at time of ordering. Digital downloads are available immediatly after selection. Due to the nature of the download, once the selection is made and downloaded, selection cannot be changed. Please allow 4-6 weeks for delivery of your prints from the time of order placemen. Custom albums may take longer.

6. SESSION INCLUDES

20 minute session and 6 digital portait images. \$30/dditional portrait images | \$300/entire gallery



7. LIMITS OF LIABILITY

If Photographer cannot perform this Agreement in whole or in part due to circumstances outside of the Parties' control, such as sudden injury, illness, lost equipment, or acts of God, then Photographer will return all retainers and fees to the Client(s) but shall have no further liability with respect to this Agreement. Photographer will also return all retainers and fees, but will not be liable for any other injuries, if photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged, rendering the photographic material unusable, without fault on the part of Photographer.

8. COOPERATION CLAUSE

Photographer cannot be held responsible if person(s) do not cooperate and desired images are not obtained. In the instance of a person/child that is unwilling to be photographed, the photographer may make the call to end the session and reschedule if necessary. Only one reschedule will be permitted. Photographer is not responsible for the expressions of children or adults and reshoots will not be given for unfavorable expressions.

9. CLIENT USAGE

The Client is obtaining images for personal use only. Please do not sell or use images for contests without express written permission from the photographer. It is a violation of federal copyright law to allow photographs created by **Arlene Garcia Photography** to be digitally reproduced, copied or scanned without written permission. No edits or changes to the photos may be made. Do not crop nor remove watermark from web-sized images.

14. ARCHIVING PHOTOGRAPHS

Photographer will archive digital files of all photos taken for Client for up to 1 year. Photographer does not guarantee back-up photographs, prints or data after this time. A \$50 archival retrieval fee will be charged for requests to access photo sessions in which the gallery has expired for more than 45 days.

I acknowledge I have read and agree to all terms and conditions laid forth in this agreement:

Client Signature:	Date:
Photographer Signature:	Date:

PACKAGE PRICING
Unicorn Mini Session

Unicorn Mini Session \$199

20 Minute Session 6 digital portrait images Professionally Edited Print Release

\$30 per additional portrait image.

\$300 for the entire gallery. (does not include \$199 deposit)