



Pet Portrait Mini Session Terms and Conditions

TURNAROUND TIME

Images will be made available for proofing on the Photographer's website within 1 week of the session date.

FINE ART AND PRINTS

Fine art canvas gallery wraps, metal prints, paper prints and digital files (print up to 5x7) for personal use will also be available for purchase. Pricing is established on The Photographer's website and is subject to change without notice.

IMAGES

The Photographer will send an email to The Client when the images are available for proofing on the Photographer's website. The Client will have the ability to choose from several images on The Photographer's website, and The Client will be provided a coupon code for the items included in their mini session. We do not offer high resolution digital files.

EXCLUSIVE PHOTOGRAPHER

The Photographer shall be the exclusive photographer(s) retained by The Client for the purpose of the photography session. Clients, family and friends of The Clients and other vendors shall not interfere with the Photographer's duties. This includes other event participants or spectators with cell phones or cameras.

CREATIVE LICENSE

Images are edited at the Photographer's discretion, and delivered images may not include all images shot. The Photographer reserves the creative rights to edit and release only those images deemed credible as professional in quality and within the photographer's artistic standards. Modification of files in any way by The Client is prohibited. Any files released will be JPEG format only.

RELEASE OF LIABILITY, HOLD HARMLESS AND AGREEMENT NOT TO SUE

You, The Client, hereby release, discharge, and agree for yourself, minor children, your heirs, pets, administrators, executors and assigns not to sue The Photographer for any injury, death, or damage to or loss of personal property arising out of, or in connection with, your participation in the activity from whatever cause. The Client further agrees to indemnify and hold harmless the The Photographer from any and all claims, demands, actions, or suits arising out of, or in connection with participation in the activity or use of images. By participating in the shoot, The Client, their minor children, pets, and any participants release The Photographer from any claims of libel or invasion of privacy in connection with the usage of photos.

SAFETY

By participating in this session, The Client attests that their pet is current on vaccinations and has not exhibited aggressive behavior towards another animal or human, and has not bitten anyone. The Client agrees to be responsible for any damage to property, equipment or person as a result of their pet's actions.

NOTICE OF COPYRIGHT AND REPRODUCTION

All images and copyrights are the property of The Photographer. The Photographer retains the right to sell, copy, display, and/or publish any/all images created under this agreement, to the general public, for any reason, including but not limited to: advertising, marketing, sales, print competitions, educational seminars, and monetary gain. The mediums for display could include newspapers, magazines, books, television, and the internet, but are not limited to only those mediums. The Photographer retains these rights even if image files are turned over to The Client. The Client understands The Photographer maintains an irrevocable copyright to use session photos in any of the manners described in this section.

CLIENT'S USAGE

The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than The Photographer. It is a violation of federal copyright law to allow photographs created by The Photographer to be digitally reproduced, copied or scanned without written permission. Any use for monetary gain will be considered copyright infringement. The Client must obtain written permission from The Photographer and compensate The Photographer prior to The Client or their friends and family publishing or selling the photographs for profit. If a print release is purchased for The Client's personal use of any digital images, the print release will specify up to which size the images may be printed. The print release does not allow for any commercial use, including submitting to magazines, contests or modifications of images. It is illegal to copy, share, scan or save session images from The Photographer's website or social media. Please inquire with The Photographer, if in the future you have a need for any of the uses described in this section, and commercial use license options will be provided.

FAILURE TO DELIVER

Due to the limited and subjective nature of the event, the Photographer cannot be held responsible for requested photographs not taken or missed, or schedule complications caused by but not limited to, anyone in or at the session or location restrictions. The Photographer is not responsible for lost photo opportunities due to other cameras or flashes, the lateness of The Clients or other participants. The Photographer is not responsible for the lack of coverage due to weather conditions, illness of The Photographer, scheduling complications due to lateness of individuals, rules and restrictions of venue. It is acknowledged that any lists submitted to the Photographer will be used for organizational purposes only and in no way represent photography that will actually be produced. The Photographer will do their best to fulfill all requests but can make no guarantees all images will be delivered.

REFUNDS

Because Mini Sessions are available on a limited basis, all Mini Session bookings are final and non-refundable. They cannot be rescheduled to a new date or time. If you are unable to attend your Mini Session, however, you are welcome to gift or re-sell it to a friend or family member. Refunds will not be issued for choices in clothing, hair, make-up, for not following the recommendations of The Photographer, for lack of cooperation of pet.

MISCELLANEOUS

This Agreement incorporates the entire understanding of The Parties. Any modification of this agreement must be documented and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of any subsequent breach or default of either the same provision or any other provision of this Agreement. The laws of the State of California shall govern this Agreement. No changes may be made to this agreement without prior authorization. All changes must be specified in a revised agreement and signed by The Parties.