STANI PHOTOGRAPHY AGREEMENT

1. PAYMENTS & RETAINER A non-refundable retainer of fifty percent (50%) is required at the time of booking to secure the session date and time. The remaining balance is due no later than the day of the session. No images, products, or services will be delivered until payment is made in full.

Payments may be made by **credit card, check, cash, Apple Pay, Zelle, or Venmo**. Checks should be made payable to **Stanislava Georgieva** and mailed to the Studio's address above. A processing fee of three and a half percent (3.5%) will be added to all credit card transactions.

2. ADD-ONS & PRODUCTS

- $45 for each additional person outside of the immediate family for portraits
- $200 rush service fee for delivery of photos within one (1) to three (3) days after the session
- Privacy options are available at an additional thirty-five to sixty percent (35%–60%) of the session fee
- $1.50 per mile for travel beyond fifty (50) miles round trip from the Studio's address with zip code 95691

3. PRICES: Quoted prices are valid for thirty (30) days from the date of the quote. After this period, pricing is subject to change and cannot be guaranteed.

4. PROOFS & IMAGE SELECTION: Proofs will be available for viewing in the Client's online gallery within thirty (30) days after the session or less. The Studio guarantees gallery access for at least thirty (30) days. Continued access beyond this period may be available, but is not guaranteed.
Rush proof delivery (same-day or next-day) is available for a surcharge of two hundred dollars ($200).

5. PRINTING DISCLAIMER: The Studio recommends ordering prints through the online gallery or directly from the Studio, which uses professional labs with archival-quality papers. The Studio is not responsible for the quality of prints made at consumer labs (e.g., drugstores, Costco, Walmart, Shutterfly etc.), where color calibration and paper quality may vary. Some labs may also refuse printing due to copyright protections.

6. PREPARATION: To ensure a smooth session, the Client agrees to:

- Ensure children are well-rested and fed prior to the session.
- Choose clothing that complements rather than matches, avoiding large logos or text unless personally meaningful.
- Complete hair and makeup in advance if desired.
- Bring props or accessories that reflect the family's personality.

7. CLIENT RESPONSIBILITY: The person signing this Agreement is the Client, responsible for all payments and decisions. The Client shall maintain control of children during the session.

8. RESCHEDULING: If the Client requests to reschedule, the retainer will be applied to a new date if notice is given at least forty-eight (48) hours in advance. Rescheduled sessions must take place within the same calendar year or within 3 months of the cancellation; after that time, the retainer will be forfeited.

Requests made with less than forty-eight (48) hours' notice will incur a rescheduling fee of one hundred dollars ($100). Same-day cancellations or no-shows may result in forfeiture of the retainer at the Photographer's discretion.

Mini Sessions: If canceled, the retainer may be applied toward a full session or, if available, another Mini Session with an open time slot.

Weather: If a session must be rescheduled due to weather, the Photographer will provide the Client with the next available date.

9. CIRCUMSTANCES: If the Photographer is unable to complete the session due to the Client's lateness, uncooperative behavior, illness, unpreparedness, or other circumstances within the Client's control, the session may be rescheduled at the Photographer's discretion for a rescheduling fee of one hundred dollars ($100)

10. IMAGE RIGHTS, USAGE & PRIVACY

Copyright & Ownership:

All images created by the Photographer are the intellectual property of the Photographer and are protected under U.S. Copyright Law (Title 17, U.S. Code). Copyright is not transferred to the Client upon purchase of a session or images.

The Client is granted a **non-exclusive, non-transferable license** to use the final, delivered images for personal use only. This includes:

Printing for personal display and gifts

Sharing on personal social media accounts (credit to the Photographer is appreciated)
Any other use — including sale, publication, advertising, commercial use, or contest entry — is strictly prohibited without prior written consent from the Photographer.

Reproduction & Duplication:

The Client may not copy, reproduce, distribute, or create derivative works from the images without the Photographer's written permission. Any digital or physical media (USB, DVD, etc.) provided to the Client is for personal use only and may not be duplicated or sold to third parties.

Unauthorized use or duplication constitutes copyright infringement under U.S. law and a breach of this contract. Violations will result in liquidated damages equal to fifteen (15) times the published rates at the time of the violation, as actual damages would be difficult to calculate.

Marketing & Privacy Options:

Photographer retains the right to use images from the Client's session for marketing, portfolio, website, social media, contests, and other promotional purposes, unless otherwise agreed in writing prior to the session. Because marketing is a primary means of attracting future clients , restricting usage represents a significant impact on the Photographer's business. Clients may select one of the following options:

Standard (Default): Photographer may share images on website, social media, and portfolio, without tagging or naming the Client.

Non-Usage Fee: For Clients who wish to keep images offline, but agree to allow the Photographer to share a few images privately with prospective clients who request similar work or location references. This option adds a surcharge of thirty percent (40%) of the total session fee.

Full Privacy / Exclusivity Fee: For Clients who require complete privacy, ensuring that images will not be used for any marketing, portfolio, contest, or shared with any third party. This option adds a surcharge of fifty percent (60%) of the total session fee.

The client must notify the Photographer in writing of their chosen privacy option prior to the session. If no request is made, the Standard option will apply by default.

11. EXCLUSIVE PHOTOGRAPHER: It is agreed that Stani Photography ("the Studio") will be the exclusive professional photographer for this event. Guests may take casual photos or video as long as they do not interfere with the Studio's work. However, no one may photograph or record poses, setups, or concepts directed by the Studio.

If interference occurs by guests or third parties, the Studio may pause work until the interference ends and will not be responsible for any missed images. The Studio does not object to reasonable, non-disruptive guest photography during the event; however, when the Studio is actively directing and posing subjects, no other photographs may be taken.

12. ARTISTIC RIGHTS: The Photographer retains discretion in selecting images for delivery. Not all images captured will be delivered. The Photographer's artistic judgment on style, editing, and selection is final.

13. EDITING & RETOUCHING: Delivered images are edited for color, exposure, contrast, and white balance. Retouching (e.g., skin smoothing, teeth whitening, object removal) is not included but may be requested for an additional fee if technically possible, at the Photographer's discretion.

14. SOCIAL MEDIA USE: The Client may share images online with proper credit ("Photo by Stani Photography www.staniphotography.com"). Images may not be altered, cropped, or edited with filters without permission. The Client may not download, screenshot, or use images from the Studio's website or social media without written consent.

15. IMAGE USE BY STUDIO: The Studio may use images in any form for marketing, promotion, portfolio, exhibitions, or contests unless restricted under Section 10. The Client releases all claims to such use and agrees no further compensation is required.

16. LIABILITY: The Studio will take reasonable care with respect to capturing, developing, processing, storing, and delivering images. In the event of failure due to reasons beyond the Studio's control, liability is limited to a refund of fees paid. Missed or omitted images requested by the Client shall not constitute breach of contract.

17. FAILURE TO PERFORM: If the Photographer is unable to perform due to illness or other unforeseen circumstances beyond control, all fees paid will be refunded in full. Liability will not exceed the amount paid by the Client. This limitation of liability will also apply in the event that negatives or digital images are lost through camera malfunction, stolen, damaged in processing, lost in the mail, or otherwise damaged or lost without the fault of Stani Photography.

18. INTEREST & COLLECTIONS: Balances unpaid after thirty (30) days accrue interest at 3% per month (minimum $10). The Client agrees to pay all costs of collection, including attorney's fees.

19. MISCELLANEOUS: This Agreement is governed by the laws of California. Any disputes shall be filed in Contra Costa County, California. If any portion is deemed unenforceable, the remainder shall remain in full effect.

SIGNATURES

By signing below, the Client acknowledges that they have read, understood, and agreed to the terms of this Agreement.

Client: _____ Date: _____

Print Name: _____

Studio: _____ Date: _____

Print Name: _____