



I'm pleased that you have selected me for your photography Fine Art session!

TERMS AND CONDITION FOR FINE ART PHOTOGRAPHY SESSIONS WITH BERNARDITA AGUIRRE, ART& PHOTO LLC

This agreement is made between the client, hereinafter referred to as "You/ the Client" and Bernardita Aguirre, Art & Photo LLC, hereinafter referred to as "Me/we/ the Photographer"

1. BOOKING AND PAYMENT

- To confirm The Client Fine Art photography session with Bernardita Aguirre Art & PhotoLLC, an upfront payment of 50% is required at the time of booking. This payment is non-refundable and secures the agreed-upon date and time for the session.
- The outstanding balance must be paid before or on the day of the session.

2.DATE CHANGE OR CANCELLATION

If The Client needs to reschedule the session, please contact us with at least 2 days' notice. We will make every effort to accommodate your request, subject to availability.. Sessions can only be rescheduled one time at no cost

If an illness or situation prevents a photo session from taking place, client may reschedule their session at least 48 hours prior to their shoot without penalty.

If you fail to give 24 hours notice, or decide to completely cancel the shoot, the session fee is still required. The rescheduled session could only be 48 hours. The Photographer reserves the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control.

We maintain the right to reschedule your Session due to inclement weather or unforeseen circumstances.

RAIN POLICY: Should the weather forecast predict a 40% chance of precipitation for higher) 8 hours prior to your Session, we will contact you to reschedule for an alternate date free of charge.

Please arrive punctually to make the most of your Session. We will have to reschedule your Session if you arrive more than 30 minutes late.

3.LOCATION COSTS & FEES

If there are any costs/fees associated with the location the client has chosen for their session the Client will be responsible for those fees. The photographer will not guarantee or arrange payment on any location.

4.SESSION DURATION

- Fine Art photography sessions typically last for 1 hour, or 30 minutes for Mini Sessions. It is crucial to arrive on time, as the session duration will not be extended beyond the scheduled time.

5. DELIVERY PHOTOGRAPHY

Shortly after your Session, you will receive an online proofing gallery to select favorite images for editing.

We offer the purchase of additional images for editing in addition to those included in your Session.

We do not release RAW unedited images, since they are not a finished product. RAW unedited images in your proofing gallery may not be shared or downloaded. Your proofing gallery will remain active for 7 days, and any unselected images will be deleted from our archives.

If you requests to extend the time or re-open the online proofing gallery, please notice about this.

The final images will be delivered in an online gallery or in digital format within two weeks after you have made your selection.

6.ARCHIVE

After 60 days from delivery of the final images, all images will be deleted and You are responsible for downloading all images within this timeframe. Bernardita Aguirre is not responsible for loss or damage to the digital files due to circumstances beyond the the Photographer's control. If you requests to extend the time or re-open the online final gallery, a \$50.00 un-archival fee shall be applied.

7.EXCLUSIVITY

Client understands and agrees that he or she has hired the photographer exclusive of any other service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that the photographer hires to complete the Services outlined in this Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.

8.COOPERATION

The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. The Photographer is not responsible if key individuals fail to appear or cooperate during the session, or for missed images due to details not revealed to the Photographer.

9.ARTISTIC RELEASE

Images are edited at the Photographer sole discretion. The Photographer reserves the right to use professional judgment to select which photos to deliver. Such selection shall constitute all images that will be made available to Client.

Style. Client has spent a satisfactory amount of time reviewing Photographer's work and has a reasonable expectation that the Photographer will perform the Services in a similar manner and style unless otherwise specified in this

Agreement.

Consistency. The Photographer will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with the Photographer's current portfolio and the Photographer will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that services are often a subjective art and the Photographer has a unique vision, with an ever-evolving style and technique; the Photographer will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions.

Dissatisfaction with the photographer aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

10. COPYRIGHT AND OWNERSHIP OF DIGITAL FILES

The Photographer retains all copyrights to all images created during client's session.

It is agreed that dual ownership of the digital files will be maintained by the Client and the Photographer. Upon delivery of the digital files to Client's physical control, the client shall gain personal non-commercial rights to images. It is also agreed that the Photographer will have full rights to use all images for advertising purposes.

However, the Photographer does not guarantee archival of the digital files passed a period of 60 days after the session date

11. MODEL RELEASE

The Client grants Bernardita Aguirre unrestricted rights to use and publish any images taken at the session for the promotion of its business and services. Including but not limited to: samples, website, blog, internal or external promotion material, entry in photographic contests or art exhibitions, editorial use, or for studio display.

If you don't want your photos to be published, please let me know. I respect the privacy of my clients. Images and any information shared during the session will be kept confidential and not shared without your consent.

12. LIMIT OF LIABILITY

Photographer is not responsible for any injuries inflicted upon any participating parties. Clients will be responsible for their children and for themselves and release Photographer from any claims against their person or their business.

Although care will be taken with the digital files, the Photographer limits any liability for loss, damage or failure to deliver photographs for any reason of Photographers non-performance caused by any force or similar circumstances, illness, accident or any cause beyond their control. In any event, the limit of Photographer's liability shall not exceed the contract price stated herein.

9. ACCEPTANCE OF TERMS

Booking a session with Bernardita Aguirre Art & Photo LLC, implies full acceptance of these terms and conditions.

These terms and conditions are designed to ensure a positive and satisfying experience during your Fine Art photography session with Bernardita Aguirre. If you have any questions or concerns, please feel free to reach out to us before the session..

Thanks for choosing my service! I'm looking forward to your next photoshoot!

