



California Equine Photo-shoot Contract 2019

This agreement is between Samantha Dawn (Heart Of A Cowgirl Photography) “The Photographer” and “The Client”

I. Session Information:

a) The Photographer will be arriving at the location/time agreed upon by The Photographer and The Client. The Client must be ready upon the arrival time agreed between The Photographer and The Client.

b) Horses must be washed, clean, clipped, and presentable for the session. Please keep breeds to breed standards. It is the SOLE responsibility of The Client to ensure the location of the photo-shoot(s) is SAFE for equines in the session. Especially if horses are being turned loose for Liberty/free shots. Consider a SMALL black halter/lead-line for standing shots. This makes it easier for The Photographer to edit out halters.

c) The shoot costs for ONLY THIS California trip (April 2019) is \$250.00. The Client will receive 15 of the best, fully retouched, digital high-resolution images. This also includes a Print Release so The Client can print images wherever they wish. These images are for PERSONAL USE only (IE: no selling images.) The Client is to pay The Photographer HALF DOWN 30 days before the scheduled shoots. The remaining payment is due the day of the shoot either before/after the session is done.

d) Images given to The Client by The Photographer will come in two forms. Watermarked Images that are low-resolution (images with logos for social media) and un-watermarked Images that are high-resolution (for printing). Un-watermarked Images are NOT authorized to be posted on ANY social media pages/websites without The Photographer's logos. Using of un-watermarked images for website use please contact The Photographer so they can be credited properly at the bottom of the website. Un-watermarked images used for advertising (example: in ads) can be used as long as The Photographer is properly credited on the ad by the Graphic Designer of The Client's choosing.

e) The Photographer will provide The Client with a password protected gallery of ALL unedited images from the shoot. These images are “proofs” and they are RAW, they are straight off of the camera. NO re-touching is done. The images will have large logos on the center of the images, that logo is to protect the RAW images from being posted. The Client can assist The Photographer in photo selection. Images will have #'s below them.

f) The Client will be able to purchase more photos from their session with The Photographer. The extra images are \$15.00 per image. (Example: 10 digital images will be \$150.00.) These extra images will also be fully edited and included with the original 15 images from the shoot.

II. Liability & Releases:

a) The Photographer will NOT be held liable for ANY injuries, death, or damage to horse, animal, persons, handlers, OR property while on the property of the photo-shoot.

b) The Photographer is well-versed in handling horses and animals of many kinds. The Photographer also understands horses and animals can/will be unpredictable and will NOT hold The Client liable for accidents held on the property during the photo-shoot.

c) The Client grants The Photographer permission to photograph the persons/horses/animals. The Client also grants The Photographer the right to publish and use photographs taken at the photo-shoot for editorial, Trade, advertising, and any other manner and medium. The Client releases The Photographer from ALL claims and liability from said photographs. The Client also understands that The Photographer can/may use images from the photo-shoot for Fine Art Prints for public sales.

d) If the subject is a person of under 18 years of age, The Client gives The Photographer the right to photograph, publish, and use photos from the photo-shoot.

e) The Client grants The Photographer permission to be on and photograph on the property agreed upon by The Client and The Photographer. The Client releases The Photographer from liability from damages to/on the property before/during/after the photo-shoot.

f) IF The Client's session includes a Stallion...The Client releases The Photographer from ANY injury, death (human or animal), and property damage. Especially if the stallion becomes loose and/or uncontrollable. (IE: The Photographer will NOT be held liable if said stallion jumps a fence and attacks other horses including mares.)



III. Terms & Conditions:

a) The Photographer owns the copyrights to ALL images from the moment of creation and has the exclusive right to make reproductions for, including but not limited to, marketing materials, contest entries, portfolio entries, sample products, artwork, fine art, prints for public purchase, editorial submissions and use, or for display within or on The Photographers website and/or Social Media account(s). It is understood that NON-PERSONAL duplication OR alteration of Images given to The Client is strictly prohibited. {Copyright Law Title 17, Appendix V. Additional Provisions of the Digital Millennium Copyright Act 2005, Section 102.} without the written permission from The Photographer.

b) The Client may NOT sell images taken by The Photographer WITHOUT The Photographers written and signed permission. Selling images for profit can result in fines up to \$100,000. {Copyright Law Title 17, Chapter 5, Section 501.}

c) ANY image(s) that is posted to social media/website that does NOT display The Photographers watermark OR does not credit The Photographer (without logo) with Ownership and Creation of the Image(s) will be requested to be removed immediately.

d) If The Client has a request for alterations to images, The Client NEEDS to communicate requests with The Photographer. The Photographer can address minor changes at no cost (IE: blemishes, halters, lead ropes, flies, red-eyes, tighter crop, color changes...etc). More time involved requests are billed at \$50.00/hr. The Photographer WILL notify The Client if there will be any extra work and charges involved BEFORE any work begins.

g) The Client is NOT given any portion of percentage of profits earned from Prints/Artwork of horses (or any subject matter) nor does The Client own photos created after said photo-shoot. The Photographer is often kind enough to give artwork created to The Client but it is not required to do so. The Client MAY purchase the artistic photos from The Photographer. Since the artwork created is often VERY time involved.

The Client Printed Name: _____

The Client Signature: _____

Date: _____

IF THE CLIENT/SUBJECT is a child under the age of 18, the legal guardian MUST sign below.

Full Legal Name / Age of Child: _____

Legal Guardian Print: _____

Legal Guardian Sign: _____

Date: _____

Photographer Print: _____

Photographer Sign: _____

ANY questions OR concerns regarding this contract can be directed to: heartofacowgirlphotography@gmail.com
The Photographer will be happy to answer ANY and all questions The Client (or potential client) may have. Thank You for your business.