



BOOKING FORM

Date: _____

CLIENT INFO:

Name: _____ Phone: _____

Address: _____ Email: _____

City: _____ Postal/Zip Code: _____

Thank you for inviting Sweet Berry Photography, LLC to photograph you and your family!! We are looking forward to capturing memories of you and your loved ones that will last forever. Hiring a photographer frees up your friends and family and ensures you get those important moments captured.

Below are requirements to ensure that we can give you the best experience possible.

CONTRACT FOR PHOTOGRAPHY SERVICES

Client's Name: _____

Child's Names: _____

Client's Address: _____

Photography Location: _____

Photography Date: TBD (to be determined)

Newborn Session Time: (4 hours) beginning at 9:00 AM and ending at 1:00pm.

Milestone Session Time: 1 hour

All other sessions: 1 hour

Gallery photographs are to be delivered via email link to Client no later than 10-14 days after the session. Edited images will be delivered via gallery download in 3 - 4 weeks after image selection is provided to Sweet Berry Photography, LLC (SBP).

Photographer's Fee: \$ _____

Creative Fee: 100% of the total, paid upfront unless previous payment arrangements are agreed upon prior to your session and as stipulated in writing as a contractual agreement.



1. The Client shall reimburse Photographer for any additional costs the Photographer may incur for parking, which is necessary to the performance of these services.
2. The creative fee is non-refundable if the Client cancels or changes the engagement. If the Photographer fails to appear at the place and time specified above without informing the Client at least 24 hours in advance, the creative fee shall be refunded to the Client.
3. Proof photographs shall be delivered via email to the Client by a digital link through Shootproof.
4. The Client shall assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed; taking time to pose for photographs at the Photographer's direction; providing a person to guide the Photographer to desired persons and/or scenes; pre-shoot consultations, etc. The Photographer shall not be responsible for photographs not taken as a result of the Client's failure to provide reasonable assistance or cooperation.
5. The Photographer retains copyright in the photographs, and hereby grants the Client unlimited but non-exclusive rights to use or reproduce the photographs for which the Client pays.

APPLICABLE LAWS

This contract shall be governed by the laws of the County of Highlands in the State of Florida and any applicable Federal Copyright Laws.

ALL SESSIONS INCLUDE:

- One hour in studio or on location of your choice (excludes newborn session)
- Private online digital gallery for viewing
- Photos are ready for download within 3-4 weeks of your selection via a digital link

PAYMENTS & LOGISTICS

Keep in mind that the fee also covers everything "behind the scenes"; our time, travel, equipment, props, and editing time.



PLEASE SELECT THE SESSSION YOU WOULD LIKE

- a. Family Session (up to 5 people) \$10 per additional person
- b. Studio Newborn Session (in my home studio) (1 - 4 hours)
- c. Senior Session
- d. Maternity Session
- e. Engagement Session
- f. First Birthday/Cake Smash
- g. Professional Head shots
- h. Children's Birthday Session
- i. Watch Me Grow Package: (5 sessions)

Session(s) Selected: _____

EDITING INFO

All sessions include minor touch-ups

- blemishes
- no body alterations
- online gallery for viewing only (clients are prohibited from using gallery photos via copyright infringement)

FEES & CHARGES:

Creative Fee: Non-Refundable Creative Fee \$100 paid at time of booking and remaining balance paid at time of session or as agreed upon in writing.

NON REFUNDABLE CREATIVE FEES

Images will be uploaded within 10-14 days after your session, you will receive a link to your online gallery. Through the gallery you will favorite the number of images that you would like edited (please refer to your package for the number of images included).

Additional images may be purchased at a rate of \$15 per image. You may also share the link with your friends and family. The content of the gallery is at the discretion of Sweet Berry Photography, LLC. Sweet Berry Photography, LLC will select the best images for uploading proofing of your gallery.

PAYMENT

Is due before the time of the session. No photos will be taken, given to the client, or edited until the payment is received in full. No refunds will be given under any circumstances if client dislikes Sweet Berry Photography, LLC's editing style. Please be aware of your artist's style and aesthetic before booking.



PRINTING

Responsibility of the quality of the files and prints once they are taken outside of our possession is the clients. We do not recommend printing anywhere other than our professional printing facilities. We are not responsible for poor quality prints if printed elsewhere.

FAMILY & FRIENDS

Family members and friends are **NOT** permitted to take photos and/or video during the session. Sweet Berry Photography, LLC is not to be held responsible for images missed due to family or friend interference.

CANCELLATION, NO SHOW & LATE FEES

Cancellation must be done no less than 24 hours before the scheduled session. Not showing up without a 24 hour notice to the photographer will result in being charged half of your session fee in addition to the session fee already paid. Clients will be charged \$50 per 10 minutes they are late. After 25 minutes the session will be canceled, and the client will be sent an invoice for the accrued charges. Please arrive early to avoid these charges.

We take the utmost care with respect to the post-production and delivery of all photographs. However, in the event that we fail to comply with the terms of this agreement due to any event or act which prevents the delivery of the photographs from the birth, our liability to you is limited solely to a refund of all money paid. If we cannot provide coverage due to circumstances beyond anyone's control half of all money will be refunded.

LOST OR STORLEN

In the unlikely event that photographs have been lost, stolen, or destroyed for any reason within or beyond Sweet Berry Photography, LLC's control, Sweet Berry Photography, LLC's liability is limited to the return of all payments received for the session. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

OTHER TERMS

If the location is more than 20 miles from Avon Park, Florida travel fee will apply, \$0.50 per mile outside the 20-mile radius. Payment plans may be arranged at the Photographer's discretion. Sweet Berry Photography, LLC has the right to refuse service to any person for any reason.



NO SCREEN SHOTS

No screen shots are permitted to be taken from the online proofing gallery. \$100 per photo will be charged for screen shot photos. The client does not have permission to edit or in any way alter photographs taken by Sweet Berry Photography, LLC.

COPYRIGHT

We reserve the right to use any image for display, publication, or other purposes; however, we will consider any request by the family for using, and/or not using certain images when necessary. The Client is obtaining prints for personal use only and shall not sell said prints. If Client is obtaining a print for editorial use or website, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall run a credit for the Photographer adjacent to the photograph.

All copyrights belong to Sweet Berry Photography, LLC. You **may not** sell the images or use them for any commercial use without the express written consent of Sweet Berry Photography, LLC.

COVID – 19 RELEASE OF LIABILITY AND SAFETY PRECAUTIONS

Should I or anyone that attended the session present with any of these symptoms (fever, shortness of breath, dry cough, runny nose, or sore throat) within 14 days of my scheduled session, I will contact Sweet Berry Photography, LLC to reschedule my session.

I understand that Sweet Berry Photography, LLC reserves the right to cancel or reschedule any session at any point in the time due to sickness and is not liable for any cost accrued by the client (i.e. hair appointments, cakes, balloons, etc.) in association with my session.

I release Sweet Berry Photography, LLC from any and all liability associated with receiving a COVID-19 positive diagnosis following our session

MINOR CHILDS IMAGE PERMISSIONS

Sweet Berry Photography, LLC, at your request, will refrain from including images of your minor child (under 18 years of age) on social media, this includes sneak peeks, but will retain the exclusive right to submit your minor child (under 18 years of age) images in any photographic contest with prior notification as to which contests.

My minor child (under 18 years of age) images _____ may or _____ may not be used on any social media platform included but not limited to Facebook, Twitter, Instagram or the business web-page of Sweet Berry Photography, LLC. (please check and initial).



I AGREE TO ALL OF THE ABOVE

Client Signature: _____ Date: ____/____/____

Parent Signature (if minor) _____ Date: ____/____/____

Photographer Signature _____

Date: ____/____/____

Peggy Bennett, Photographer
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Avon Park, FL 33825
Contact: 863.257.7752

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Studio Website: www.sweetberryphotography.com