

# IAMKIMATA | PHOTOGRAPHY

CLIENT NAME   NAMES	OVER 18 Y/N	SIGNATURE (IF NOT OVER 18 GUARDIAN NAME AND SIGNATURE REQUIRED)

## PHOTO SHOOT AGREEMENT

### PACKAGE INCLUDES:

1. PROFESSIONAL STUDIO SHOOT OR OUTDOOR ON LOCATION SHOOT.
2. MAKE UP ARTIST.
3. TOTAL OF THREE "LOOKS"(A LOOK IS A SINGLE OUTFIT AND SINGLE MAKEUP STYLE)
4. FREE REFRESHMENTS DURING WAITING PERIODS.
5. PRIVATE CHANGING ROOM.
6. ONE PRINTED 8"X 10" PROOF FROM EACH LOOK AND MINIMUM 6 DIGITAL COPIES FROM EACH LOOK TO A TOTAL OF 21 PICTURES MINIMUM.
7. 2 HR SESSION 1HR ON PREP AND WRAP THE OTHER 1 HR IS THE ACTUAL SHOOT WITH A 14 DAY TURN AROUND ON PICTURES.

SERVICE FEE: \$500.00

PROMOTION YES                      NO

PERCENTAGE. \_\_\_\_\_

(APPLIES TO SERVICE FEE AND RETAINER.)

BOOKING

YOU MAY BOOK AT ANY TIME OF YOUR CHOOSING.  
A RETAINER OF \$200.00 IS REQUIRED AT TIME OF BOOKING SO AS TO SECURE THE TIME AND LOCATION. (UNLESS YOU BOOK ON SHOOT DAY BUT AVAILABILITY IS NOT GUARANTEED)  
PLEASE NOTE THAT A SPECIFIC DATE AND TIME IS REQUIRED.  
STUDIO TIME IS VALUABLE THEREFORE PUNCTUALITY IS HIGHLY EMPHASIZED.

A MINIMUM 2 DAY NOTICE IS REQUIRED IN ORDER TO RECEIVE REFUND ON RETAINER. ( THIS SEPARATED CLAUSE APPLIES ONLY TO CLIENTS PARTICIPATING IN A VALID PROMOTION)

RESPONSIBILITY:

INITIALS: \_\_\_\_\_

IF PHOTOGRAPHER OR HIS AGENT IS UNABLE TO PERFORM ANY OR ALL OF THE DUTIES HEREIN FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, FIRE, TRANSPORTATION PROBLEMS, ACTS OF GOD, ACCIDENT, ILLNESS, OR TECHNICAL PROBLEMS AND IF HE CANNOT PROVIDE ANOTHER COMPETENT PROFESSIONAL, ALL MONEY RECEIVED BY PHOTOGRAPHER, MINUS EXPENSES, WILL BE RETURNED TO CLIENTS AND PHOTOGRAPHER SHALL HAVE NO FURTHER LIABILITY WITH RESPECT TO THIS AGREEMENT.

COVERAGE: PHOTOGRAPHER WILL PROVIDE COVERAGE FOR THE DATES, LOCATIONS AND HOURS SPECIFIED IN THIS AGREEMENT. ADDITIONAL TRAVEL OR COVERAGE HOURS MAY BE ADDED BY AGREEMENT ON THE SESSION DAY AND MUST BE PAID IN FULL BEFORE ANY PHOTOS OR PRODUCTS ARE RELEASED TO THE CLIENTS.

EVERY REASONABLE EFFORT WILL BE MADE TO TAKE REQUESTED PICTURES, BUT NO SPECIFIC POSE OR PHOTOGRAPH CAN BE GUARANTEED. ANY LISTS SUPPLIED WILL BE USED FOR ORGANIZATIONAL PURPOSES ONLY. IMAGES DETERMINED BY THE PHOTOGRAPHER TO BE SUBSTANDARD OR DUPLICATED MAY BE EDITED OUT. THE PHOTOGRAPHER WILL USE HIS PROFESSIONAL JUDGMENT AND SOLE DISCRETION TO SELECT WHICH PHOTOS TO DELIVER. SUCH SELECTION SHALL CONSTITUTE ALL IMAGES THAT WILL BE AVAILABLE TO THE CLIENTS. (THAT SAID, CLIENT REQUESTS ARE WELCOME)

PAYMENT:

INITIALS: \_\_\_\_\_

THE TOTAL AGREED UPON FEE BETWEEN THE CLIENT AND THE PHOTOGRAPHER FOR THE SESSION IS DUE AT THE TIME OF THE SHOOT UNLESS OTHER PREVIOUS ARRANGEMENTS ARE MADE WITH THE PHOTOGRAPHER. ANY CHARGES INCURRED IN SHIPPING PRINTS OR PRODUCTS WILL BE BILLED TO THE CLIENT. PRICES FOR PRINTS AND PRODUCTS ARE VALID FOR A PERIOD OF THIRTY DAYS AFTER THE DATE OF YOUR SESSION.

COPYRIGHTS AND REPRODUCTION:

INITIALS: \_\_\_\_\_

ALL PHOTOGRAPHS TAKEN BY ©IAMKIMATA ARE THE PROPERTY OF ©IAMKIMATA AND ARE PROTECTED BY UNITED STATES COPYRIGHT LAWS (U.S. CODE TITLE 17). THE PHOTOGRAPHER SHALL RETAIN THE COPYRIGHTS IN PERPETUITY, REGARDLESS OF POSSESSION OR OWNERSHIP OF PHOTOGRAPHS, DIGITAL FILES OR ANY OTHER FORMAT OF REPRODUCTION.

CLIENT AGREES TO PURCHASE PRINTS AND PRODUCTS DIRECTLY FROM ©IAMKIMATA.

CLIENT AGREES NOT TO MAKE COPIES FOR SALE OR FOR THE PURPOSE OF CIRCUMVENTING SALE OF THE IMAGES BY ©IAMKIMATA.

MODEL RELEASE:

INITIALS: \_\_\_\_\_

THIS CONTRACT SERVES AS A MODEL RELEASE GIVING THE PHOTOGRAPHER THE IRREVOCABLE RIGHT TO USE THE PHOTOGRAPHS IN ALL FORMS AND IN ALL MEDIA AND IN ALL MANNERS WITHOUT RESTRICTION AS TO CHANGES OR ALTERATIONS, FOR ADVERTISING, TRADE, PROMOTION, EXHIBITION OR ANY OTHER LAWFUL PURPOSES. THE PHOTOGRAPHER CAN GRANT USE OF THE IMAGES TO THIRD PARTIES AND ALL COMPENSATION FOR USE AND CREDIT FOR THE IMAGES REMAIN THE PROPERTY OF ©IAMKIMATA. CLIENT WAIVES ANY RIGHT TO INSPECT OR APPROVE THE PHOTOGRAPHS, FINISHED VERSIONS INCORPORATING THE PHOTOGRAPHS OR THE USE TO WHICH IT MAY BE APPLIED, INCLUDING WRITTEN COPY THAT MAY BE CREATED AND APPEAR IN CONNECTION THEREWITH. THIS RELEASE IS BINDING ON THE CLIENT, THEIR LEGAL REPRESENTATIVES, HEIRS AND ASSIGNS. THE CLIENT RECOGNIZES AND AGREES THAT THE PHOTOGRAPHER MAY REPRODUCE, PUBLISH (INCLUDING INTERNET), EXHIBIT AND OTHERWISE USE IMAGES CREATED WITHOUT SPECIFIC IDENTIFICATION OF PERSONS OR EVENTS AS SAMPLES OF WORK TO BE SHOWN TO PROSPECTIVE CLIENTS, FOR INSTRUCTIONAL PURPOSES AND AS SAMPLES OF WORK TO BE DISPLAYED FOR MARKETING OR COMPETITION.

AGREEMENT:

INITIALS: \_\_\_\_\_

THIS AGREEMENT IS NOT VALID UNTIL IT IS SIGNED BY THE CLIENT AND THE PHOTOGRAPHER. THIS IS A BINDING CONTRACT AND INCORPORATES THE ENTIRE UNDERSTANDING BETWEEN THE CLIENT AND ©IAMKIMATA. ANY MODIFICATIONS OF THIS CONTRACT MUST BE IN WRITING, SIGNED BY ALL PARTIES AND ATTACHED TO THE ORIGINAL AGREEMENT.

THE CLIENT SIGNING BELOW WILL BE FULLY RESPONSIBLE FOR ENSURING THAT FULL PAYMENT IS MADE ACCORDING TO THE TERMS OF THIS CONTRACT. THE LAWS OF THE STATE OF CALIFORNIA SHALL GOVERN THIS AGREEMENT AND ANY RESULTING ARBITRATION SHALL TAKE PLACE WITHIN LOS ANGELES COUNTY OF CALIFORNIA.

CLIENTS ASSUME RESPONSIBILITY FOR ALL COLLECTION COSTS AND LEGAL FEES INCURRED BY PHOTOGRAPHER SHOULD ENFORCEMENT OF THIS CONTRACT BECOME NECESSARY.

IN EVENT THAT ANY PART OF THIS CONTRACT IS FOUND TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS CONTRACT SHALL REMAIN VALID AND ENFORCEABLE. ANY FAILURE BY ONE OR BOTH PARTIES TO ENFORCE A PROVISION OF THIS CONTRACT SHALL NOT CONSTITUTE A WAIVER OF ANY OTHER PORTION OR PROVISION OF THIS CONTRACT.

PRINT TWO COPIES; FILL IN INFORMATION, READ AND INITIAL ALL PAGES, SIGN LAST PAGE AND RETURN. THE PHOTOGRAPHER IS NOT RESPONSIBLE FOR MISTAKES DUE TO MISSING OR INCORRECT INFORMATION.

CLIENT

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DATE \_\_\_\_\_

ANTHONY KIMATA (@IAMKIMATA)

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DATE \_\_\_\_\_

INITIALS: \_\_\_\_\_