PHOTOGRAPHY SERVICES AGREEMENT

IVANNA DANELIUK PHOTOGRAPHY | NEW JERSEY & NEW YORK

This Photography Services Agreement ("Agreement") is entered into between **Ivanna Daneliuk Photography** ("Photographer") and the client identified below ("Client").

1. CLIENT & SESSION DETAILS

Client Full Name: _____

Email: _____ Phone: _____

Session Date: _____ Start Time: _____

Duration: _____ Session Type: Outdoor / Studio

Session Location: _____

Total Session Price: $_____ Booking Retainer: $100 Balance: $_____

2. SERVICES & PRICING

Outdoor photography is **$450 per hour**. Studio photography is **$550 per hour**. Services include photography, posing guidance, image selection, professional editing in the Photographer's signature style, and a private online gallery. Approximately 100 edited photographs per hour are typically delivered; the final number may vary and is not guaranteed.

3. NON-REFUNDABLE BOOKING RETAINER

A **$100 non-refundable booking retainer** is required to reserve the session date and time. It is credited toward the total session fee, not added to it. The retainer compensates the Photographer for reserving the appointment, administrative preparation, and potential lost booking opportunities. If the Client voluntarily cancels, the retainer will be retained **to the extent permitted by applicable law**. The retainer may be transferred once under Section 4. Nothing in this Agreement waives nonwaivable consumer rights.

4. RESCHEDULING - 72-HOUR NOTICE

The Client may **reschedule once at no additional charge** if written notice is received at least **72 hours before** the original session start time. The new date is subject to the Photographer's availability and must occur within 60 calendar days of the original date unless otherwise agreed in writing. The original $100 retainer transfers to the confirmed replacement date. A rescheduling request alone does not reserve a new date. Additional reschedules require written approval and may require a new retainer. If no mutually acceptable date is arranged, cancellation terms apply, subject to law.

5. CANCELLATIONS & NO-SHOWS

If the Client cancels, the $100 booking retainer is not refunded except where required by law. Requests received fewer than 72 hours before the session are not eligible for the complimentary reschedule. Failure to attend without notice is a no-show and the retainer may be retained to the extent permitted by law. No additional cancellation or no-show fee applies unless separately disclosed and agreed. Other prepaid sums for unperformed services will be refunded except for other lawful, specifically agreed charges.

6. PHOTOGRAPHER CANCELLATION

If illness, emergency, equipment failure, or other unforeseen circumstances prevent the Photographer from performing, the Photographer will promptly notify the Client and offer an alternative date when possible. If no mutually acceptable alternative is arranged, all amounts paid for the unperformed session, including the $100 retainer, will be refunded.

7. PAYMENT

The remaining balance is due before the session begins unless otherwise agreed in writing. The Photographer is not required to begin services until payment is received. Any extra services or session extensions must be approved by the Client before additional charges are incurred.

8. TRAVEL & OTHER EXPENSES

A **$50 travel fee** applies when travel time to the location exceeds one hour from the Photographer's agreed base location. Longer-distance travel, tolls, parking, permits, accommodations, and other location expenses may incur additional charges only when disclosed and approved before booking.

9. SESSION TIME & LATE ARRIVALS

The session begins at the agreed start time. Late arrival does not automatically extend the end time. Preparation, outfit changes, and breaks count toward the booked duration. Extra time is subject to availability and the agreed rate.

10. IMAGE SELECTION & EDITING

The Photographer has artistic discretion over composition, lighting, selection, color correction, and editing. The Photographer selects the best images for delivery. RAW files, unedited photographs, duplicates, and rejected images are not provided. Advanced retouching, body modifications, object removal, and extensive background replacement are not included unless separately agreed.

11. PHOTO DELIVERY & GALLERY

Completed photographs will be delivered **no earlier than 14 calendar days** after the session. An estimated delivery date will be communicated; a binding deadline must be expressly agreed in writing. Peak periods or larger assignments may take longer. Delivery is through a private online gallery available for **three months** after delivery. The Client is responsible for downloading and backing up the files during that period.

12. CLIENT RESPONSIBILITIES

The Client will arrive on time, prepare outfits, identify essential requests in advance, and reasonably cooperate. The Photographer will provide posing guidance but cannot guarantee particular expressions, poses, weather, lighting, or cooperation by participants. The Client supervises minors attending the session.

13. COPYRIGHT & PERSONAL LICENSE

The Photographer retains copyright in the photographs. After full payment, the Client receives a nonexclusive, perpetual license to download, print, and share delivered images for personal, noncommercial purposes. Commercial advertising, resale, or third-party licensing requires separate written permission.

14. PRIVACY & PROMOTIONAL USE

The Client may separately approve or decline promotional use of images on the Photographer's website, portfolio, social media, or advertising. Declining permission does not affect the contracted services. A parent or legal guardian with authority must consent to promotional use of images featuring minors.

15. LIABILITY

The Photographer will exercise reasonable professional care. To the extent permitted by law, liability for ordinary contractual damages is limited to the amount paid under this Agreement. This clause does not limit nonwaivable liability, including liability for gross negligence or intentional misconduct where applicable.

16. GOVERNING LAW & SEVERABILITY

New Jersey law governs this Agreement, subject to mandatory consumer-protection and other applicable laws. If any provision is unenforceable, the remaining provisions remain effective to the extent permitted by law.

17. ELECTRONIC SIGNATURES & AGREEMENT

The parties consent to electronic execution and agree to receive or have access to a completed copy of this Agreement. Any amendment must be agreed in writing. By signing, the Client acknowledges the pricing, $100 non-refundable retainer, one-time 72-hour rescheduling policy, cancellation rules, delivery terms, and all other provisions.

18. SIGNATURES

Client Full Name: _____

Client Signature: _____ Date: _____

Photographer Signature: _____ Date: _____

SEPARATE PHOTO PUBLICATION CONSENT

Please select one option. This choice does not affect your photography services.

[ ] I AUTHORIZE promotional use of selected photographs for portfolio, website, social media, and advertising purposes.

[ ] I DO NOT AUTHORIZE public promotional use of my photographs.

Client Signature: _____ Date: _____

Template for review before use. Have a New Jersey attorney review enforceability of the retainer, cancellation, consumer-rights, and liability provisions. Insert the correct legal contracting entity before publishing.