

TERMS AND CONDITIONS

The terms below constitute the terms and conditions between you (herein referred to as "**Client**") and Carla Boecklin Photography (herein referred to as "**Photographer**").

1. Upon payment of deposit, Photographer agrees to reserve the date, time, and location to provide the Client with services including but not limited to photography, color correction & retouching of images, high resolution image delivery, and print release. Optional services include, but are not limited to, use of studio or mobile studio, props, second shooter or assistant, and travel.
2. Cooperation: The parties agree to cheerful cooperation and communication for the best result within the definition of this session. Photographer is not responsible if key individuals fail to appear or cooperate during photo sessions or for missed images due to details not revealed to Photographer.
3. The balance due for the photography services must be paid in full no later than on the date of photography. High resolution images will be delivered promptly as per the Client agreement. If the Client fails to remit payment as specified, the Photographer shall have the right to immediately terminate client agreement with no further obligation. Returned checks will be assessed a \$50 non-sufficient funds fee.
4. Photographer reserves the right to use images for advertising, display, publication or other purposes. The Client warrants that he or she has the authority to agree to the use of the likeness of all persons in the images. Photographs taken by Carla Boecklin Photography are her property, will remain her property, and are protected by United States Copyright Laws (USC Title 17). Client hereby waives any claims for ownership, income, editorial control and use of the images. Violators of this federal law will be subject to its civil and criminal penalties.
6. Upon payment of deposit, the Photographer shall reserve the time and date agreed upon. All deposits are non-refundable. Should the Client cancel, and if the photographer is available to reschedule, the deposit will be applied to the new booking (within a year from the day the deposit is paid).
7. If, in the opinion of the Photographer, inclement weather or other adverse conditions prevent the creation of a portrait meeting or compromise the artistic standards of the Photographer, Photographer may elect to use an alternate location or to reschedule the portrait.
8. In the unlikely event that the Photographer cannot perform this Agreement due to fire or other casualty, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return any deposit or sitting fee to the Client and have no further liability with respect to the Agreement. In the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Photographer's control, Photographer's liability is limited to scheduling a new session in order to complete services paid for.
9. If for any reason the Client needs to cancel the session date, the Client is required to do so in writing via e-mail to carla@carlaboecklin.com and obtain cancellation confirmation from Photographer.
10. The charges in the Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

carlaboecklin
photography