

# robin gale cornett photography agreement (fine print)

photographer

**AGREEMENT AND LIABILITY:** You, the client, agree that Robin Gale Cornett shall provide photography services to the best of her abilities. Every effort will be made to ensure your satisfaction with your session and products ordered from the session. If you are not satisfied with your images due to a failure on Robin's part, a retake session will be scheduled. If you are not satisfied with products through any fault of Robin's, they will be replaced after the defective products are returned. You must communicate dissatisfaction in writing within one week of receiving images or products. Robin will do all that she can to ensure your satisfaction with images and products. In the unlikely event that your images are lost or damaged due to circumstances beyond Robin's control, her liability is limited to refund of payments received for services or products.

*what does it mean? I head straight home from a session to copy your images to my computer. I back them up to an external hard drive. I back them up online. I back them up to a DVD. Your images are safe. However, if something completely out of my control happens, I can only refund the money you've paid, nothing more.*

**COPYRIGHT AND PERMITTED USES:** You, the client, agree that all copyrights/intellectual property rights for all images created for this session are held exclusively by Robin Gale Cornett. It is a violation of federal copyright law for images created by Robin Gale Cornett to be reprinted, duplicated, scanned, digitally reproduced, or altered without her written permission (when digital files are purchased, this permission is included with the files). Robin Gale Cornett retains the copyrights in perpetuity, regardless of possession of prints, digital files, or any other format of reproduction. You grant Robin Gale Cornett the right to display, exhibit, and publish images resulting from this agreement as examples of her work, and release all claims to any profits that may arise from such images.

*what does it mean? As the creator, I own the images created for you. If you purchase digital files, you may print for personal use only, but you can't sell them, or pretend you took them, or make money off of them.*

**PRINTS AND DIGITAL FILES:** Digital files purchased by the client are for personal use only; you may not publish, enter into competitions or contests, or sell the images at any time or for any purpose. It is not permissible to manipulate images beyond minor

cropping or color correction for a specific printer. Uses not permitted may include, but are not limited to: editing/cropping images, scaling images beyond optimal resolution for intended display, or scanning prints with the intent to create a digital file from which to print. Published images, regardless of format, must display a photo credit: "image (or photograph) by Robin Gale Cornett". Print products and high resolution files are released to the client only upon receipt of payment in full for services and products. With digital images, the client will receive a limited print release detailing specific reproduction and display rights. You are encouraged to share low resolution images on social networking sites such as *facebook* and *myspace*. Posting high resolution files online is neither allowed, nor safe. Low resolution, watermarked images are provided for all clients for online use, and can be requested at any time.

*what does it mean? The only safe way to put images online is to put them up in a small size that can't be printed. Watermarked images are even safer. It is never safe to post high resolution images online. Doing so means that anyone can steal, print, or even sell them.*

**SPECIAL REQUESTS:** Every session is different due to family variations, weather, time of day, and location; therefore; Robin Gale Cornett cannot guarantee delivery of any specifically requested shots.

**CHANGES:** Each image is presented in your online gallery with Robin Gale Cornett's personal style, including color conversions and basic retouching (artistic presentations such as cross processing or textures may be included). For prints and products ordered, final retouching is provided (within reason). Any additional retouching requested will be billed at \$100 per hour. Changes to card and album designs are free for the first set of changes received in one sitting, phone call, or detailed e-mail message. Any changes beyond the first set are \$25 per change.

**PAYMENTS, RETAINER, AND CANCELLATION:** In order to reserve the session time and date, the client must return this signed agreement and retainer fee of \$100, which will be applied to the cost of the session. The retainer fee is not refundable. Cancellations due to weather, illness, or an act of God shall be rescheduled and the retainer applied to the new date. Cancellations for other reasons within 48 hours of the session will result in a forfeiture of the retainer, as the date has been held exclusively for the client and withheld from all other clients. The balance of the session fee is due by the date of the session and can be paid by credit card online, or by check at the session.

**MODEL RELEASE:** Robin Gale Cornett (photographer) has the irrevocable right and permission to reproduce, exhibit, and publish the images she has created of/for me, my family, and/or my minor children, as examples of her work, in any medium and for any purpose, including but not limited to illustration, promotion, advertising, and trade. Robin will not release the names of minors without explicit written permission from parents/legal guardians.

*what does it mean? My business depends on being able to show my work. In order to share pictures of people, I have to have them give me permission to use their likeness online, in advertising (oh wait, I don't advertise), and all that good stuff. Usually, if I want to use a picture of you or your family someplace other than my website or on facebook, out of courtesy I'll contact you and let you know what's planned.*

I hereby release and agree to hold harmless the Photographer from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of the photographs, or in any processing tending toward the completion of the finished product, unless it can be shown that they and the publication thereof were maliciously caused, produced, and published solely for the purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn, and indignity.

I agree that the Photographer owns the copyright on these images and I waive any claims I may have based on any usage of the photographs or works derived from them, including but not limited to claims for either invasion of privacy or libel.

I am of full age and competent to sign this release. I am the parent or guardian of the minor(s) named here and have the legal authority to execute this release. I approve the foregoing and waive any rights in the premises.

date and time of session: \_\_\_\_\_  
session cost/credit: \_\_\_\_\_  
location: \_\_\_\_\_  
retainer paid: \_\_\_\_\_  
balance due: \_\_\_\_\_

## signatures:

client: \_\_\_\_\_

spouse: \_\_\_\_\_

list minor children and ages:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

address: \_\_\_\_\_

\_\_\_\_\_

phone: \_\_\_\_\_

email: \_\_\_\_\_

*I do not advertise. My future business comes from visitors to my website and referrals from you, my satisfied clients. Therefore, as part of my relationship with you, although I retain the right to publish and display the images I create for you, I will limit the online use of your images in accordance with your wishes.*

Check the box(es) by the option for how you want your images displayed on the internet. Usually, I will blog a sneak peek from your session and if you are on facebook, I'll post some images there and tag you in them. Very rarely, I will want to publicly share the final slideshow for my clients; in these cases, I will contact you first.

- Yes, please, blog them! (Only adults' names will be used. This is the default option.)
- I'm on facebook! I'll send you a friend request; please post my images there, too!
- Want to share my slideshow on your blog? Sure thing, please do!
- Please use the images for your portfolio, but not on the blog. (This is rare.)

**robin gale cornett (photographer)**  
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