

AGREEMENT TO AND UNDERSTANDING OF THE PHOTOGRAPHY
SHOOT BETWEEN HSP/Henry Schultz Photography and the Client
With Model/ Client Release Form

By printing and signing the following form, the undersigned Client is agreeing to and understands the following:

1) This signed form and an initial payment for services of \$100, which is NOT a deposit, is required within a week of setting up a photoshoot. Because an initial payment for services reserves your spot so that HSP will not book someone else, it is NOT refundable but HSP WILL, in case client has to cancel, allow a second photoshoot to be booked if client cancels no later than three days before the photoshoot. If client does not cancel within the allowed timeframe, client will not be able to receive the initial payment of \$100 back nor be able to book another appointment.

2) Client has reviewed the prices on the HSP website or otherwise has been in contact with HSP regarding the pricing of Client's specific photoshoot.

HSP accepts cash, checks, or Visa, Master Card, American Express, and Discover credit cards or PayPal. If paying by credit card look for "SQ HSP" on your statement. There will be a \$35 non-sufficient funds fee for all returned checks. This is in addition to any fee your bank may charge you.

3) All photographic images, either digital or print, are copyright protected property of © 2021 Henry Schultz Photography.

4) HSP agreements include a clause stating that the client, will not alter any of HSP digital images in any way; including but not limited to: cropping, cropping out watermark, removing watermark, or using filters or any other effects of any kind.

5) Client will receive a full rights to print document stating such to take to their printing lab if Client will be printing their photos.

6) HSP DOES NOT GUARANTEE THE QUALITY OF CLIENT'S PRINTS IF CLIENT TAKES THE DIGITAL IMAGES TO BE PRINTED.

7) Henry Schultz Photography reserves all rights to use any digital or print image for advertising or photography publishing, either on-line or in print, without client's consent or reimbursement to client for such under the United States and International Copyright Law.

We do not sell your images or photos to 3rd parties.

8) For multi family or group photo shoots or event photo shoots, the "client" is the person who initiated the photo shoot and is considered the responsible party that is agreeing to, and giving permission for, all participants.

9) Client, and Legal Guardian if necessary, understands and agrees that Photographer may have cords, light stands, and other gear at the location. Client will hold Photographer harmless for any damage, personal injury, or loss caused by tripping over or otherwise being injured from this equipment. Client, and Legal Guardian if necessary, further agrees to hold Photographer harmless for any personal injury which may occur as the Client poses or works with Photographer. Client, and Legal Guardian if necessary, understands and agrees that Client, or their Legal Guardian, is responsible for determining if a pose or location is safe and has the right to refuse the pose or location if they feel uncomfortable or unsafe in anyway. By posing in any way, with or without a photography prop, Client and/or their Legal Guardian are acknowledging that they are in agreement with the pose and will not hold HSP liable in any way if Client is injured while posing.

10) Client, or their Legal Guardian, agrees and understands that the quality of a photograph or likeness of the Client is entirely subjective. Photographer will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of the Client or their Legal Guardian.

I, also known as Client/Model, and my Legal Guardian (if Client is under the age of 18), hereby grant permission to Henry Schultz Photography, also referred to as HSP/Photographer, to use my likeness in a photograph, or other digital media "photo", in any or all of its publications, including web-based publications, or for commercial purposes, advertising, and personal uses without payment or other consideration.

I HAVE READ AND UNDERSTAND THE ABOVE (1) AGREEMENT TO AND UNDERSTANDING OF THE PHOTOGRAPHY SHOOT, (2) MODEL/CLIENT RELEASE FORM

I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENT/LEGAL GUARDIAN AS EVIDENCED BY THEIR SIGNATURE BELOW. BY SIGNING THEY ALSO UNDERSTAND THE MODEL/CLIENT RELEASE FORM

_____ Print Name

_____ Signature _____ Date

IF UNDER 18 Parent or Legal Guardian

_____ Signature _____ Date