



[dc.info@bydmarie.com](mailto:dc.info@bydmarie.com)

[www.bydmarie.com](http://www.bydmarie.com)

## Photography Services Agreement

This Agreement is between the Client, whose information is outlined in the invoice and/or quote, and the photographer of Divine Creations by D. Marie {"DC by D. Marie"}. Upon execution of this Agreement described below, the Photographer agrees to provide photography services for the Client according to the Photography Session outlined in the final invoice.

### Terms & Conditions

#### A. Payments & Deposits

- Deposits are nonrefundable.
- A non-refundable deposit is due at the time of scheduling for confirmation of service. **The Client acknowledges they have read and agreed to this Service Agreement's terms by sending the deposit.**
- All deposits and payments can be made via electronic invoice, CashApp or Zelle.
- The Client has the option to pay in full.
- All payments are final and non-refundable.
- A one-time reschedule is allowed, if given 24-hour notice. Cancellations made on the day of the session are not allowed to be rescheduled and all payments are final. *Please see Section B for details.*
- A digital receipt will always be provided to the Client.

#### B. Cancellation & Reschedule

- If the Client needs to reschedule, the payment can be moved ONCE to the new date, agreed upon between the client and photographer.
- If session cancellation is required, the client forfeits any payments made. This does not exclude illness and/or unexpected events (i.e., weather conditions, event cancellation, etc.).
- If the photographer fails to appear at the place and time specified without informing the client at least 24 hours in advance, the deposit and all payments shall be refunded to the client.

#### C. Session

- The Client shall assist and cooperate with the photographer in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed: taking time to pose for photographs at the photographer's direction; providing one person to guide the Photographer to desired persons and/or scenes; pre-shoot consultations, etc.
- The Photographer shall not be responsible for photographs not taken as a result of the Clients failure to provide reasonable assistance or cooperation.
- The client shall reimburse photographer for any additional costs that may incur for parking and/or any related travel expenses, which is necessary to the performance of these services. Additional cost will be added to the final invoice total.



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- Any additional time needed for the session/event beyond the allotted hours agreed upon between the client and the photographer will result in additional \$75 for every 30 minutes.
- Final payment is due on the day of the shoot, via cash, Zelle, CashApp, electronic invoice (Credit/Debit cards accepted/swiped on site, if needed).
- Proofs and/or final images will not be delivered to the client if final invoice is not paid in full.

#### D. Images

- For non-event sessions, proofs will be delivered to the client within 48 hours after the photoshoot.
  - a. The client has the option to select their final images to be edited.
  - b. Edited photographs will be delivered to the client 10-14 days after the client's final selection, in .jpg format, via gallery link.
- For Event services, proofs will not be provided as the client will receive all photos taken during the events timeframe.
  - a. Edited photographs are to be delivered to the client 10-14 days after the event, in .jpg format, via emailed gallery link.
- Unedited [RAW] photos (proofs) are prohibited and will never be available to the client.
- Digital photos will not be delivered in printing format (unless previously discussed). If digitally developed photos are printed by the client, without the photographers' knowledge and/or involvement, the photographer is not responsible for the resolution/quality of the printed photos.
- Professionally printed photos are available to purchase. Printed photos are delivered by mail or in-person by the photographer.

#### **Photography release**

- *DC by D. Marie* retains copyright in the photographs, and hereby grants the Client unlimited but non-exclusive rights to use or reproduce the photographs for which the Client pays.
- *DC by D. Marie* grants permission to post the photographs online; included but not limited to social media platforms and websites.
- *DC by D. Marie* **does not** grant permission to alter the photographs once delivered; include but not limited to applying image filters.
- *DC by D. Marie* **does not** grant permission to resale or use photographs in a manner that would exploit or cause malicious representation towards the photographer or the company.

All images remain the property of Divine Creations by D. Marie, LLC {"*DC by D. Marie*"} for the use of advertising and other professional purposes.

*Dionne Johnson, The Photographer*  
*Owner of Divine Creations by D. Marie, LLC*



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313.671.7177

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