

**READ** before you **BOOK** or Sign:

**Hair and Makeup Styling:** Professional hair and makeup service for females is highly recommended. If more retouching is needed due to having to fix hair and makeup then there may be added fees.

**Wardrobe:** Wardrobe is KEY! Please make sure to plan ahead and try on your clothes prior to your session. FIT is key! If your clothing is too large or too tight — you will not get the best results. Please wear the proper **fitting** garments for your body shape. Retouching is not the solution for everything.

**What happens during my session?** Rebecca photographs all her studio sessions tethered to a laptop or monitor, allowing you to view your headshots and portraits in live time as they are being taken. She collaborates with you every step of the way from posing, expressions and helps you achieve the best looks to guarantee your satisfaction. You will know what you are getting before you leave the studio, and you will love it.

**What do you mean when you say, “Look”** A complete visual transformation. An outfit and change in wardrobe and styling. For example, for a business headshot session you might wear formal business attire for one look and a less formal shirt for a more relaxed casual look.

**What happens after my session?** Rebecca and her team will retouch your final selected headshots and send them to you via a download link. If you have opted to receive a proofing gallery, Rebecca will send you an email with a link to your online gallery. Once you have selected your headshots, the files will be retouched and your final headshots will be sent to you in a downloadable link.

**Why do my images have to be retouched?** All digital images need some degree of processing. And all headshots and portraits need to be retouched. Why? It is the nature of digital imagery. The human brain does not see images the same way as our digital devices. Digital images are also mercilessly sharp and even small flaws are viewable. In this digital photography age, taking the photos is only half of the process; the second half of the process is post-production where we as photographers create the final signature look of the images that we deliver to our clients.

All the photos that you select that are included in your package or custom session are professionally retouched. If after viewing your photos you want additional retouching, there may be an additional fee depending on the complexity of the requests. ( i.e major alternations beyond normal retouch, detailed cosmetic alterations, object removals, compositing etc.)

\*ANY additional retouching requests after file delivery **MUST BE MADE** within 48 HOURS. If after 48 hours you will need to pay the retouch fee all over again...starting at \$50 per file.

**Am I allowed to make my own prints?** Yes, included in your final headshot or portrait download file will be a letter of permission from Rebecca so that you may make your own prints at a vendor of your choice.

**Do I get all the photos from my session?** NO. You only get the finalized retouched images that are included in your package. If your package includes two retouched digital files, then you will be getting only those two images along with various crops of those images. You'll receive both high and low-resolution versions of your final retouched digital files for both web and print use, but you will

not get to keep all the other un-selected images from your shoot. You may purchase additional images for an additional price per digital retouched file. Why? As a professional photographer, I never give clients all the RAW shots from a session. The final look of the images is a huge part of my brand. By releasing raw files there is always the chance that they will get posted as is or edited in a manner that I would not. That kind of inconsistency can be damaging to my brand and can cost me future business. Only the retouched photos that you select are delivered to you in high-resolution for printing etc. Also, my clients pay me to cull down to the very best of the shots from the session. You really only need the BEST shots. And you need them to look their best for sure!

**1. SATISFACTION POLICY:** If you don't like what you see at the preview station (your headshots and portraits are viewed in live time on a laptop or monitor), we will reshoot at that time or refund you. Please understand once the images have been emailed, we consider your sale final. Opinions of others or second thoughts will not be honored under the satisfaction guaranteed policy. Rebecca Ittner Photography is not at fault for Clients being dissatisfied with their photos because they do not like the hair, makeup, or clothing, but in such cases Clients are still encouraged to talk to the Photographer to determine whether a resolution can possibly be reached.

**2. RETOUCHING POLICY:** All digital images need processing to produce a polished professional look. All headshots/portraits without exception require retouching. Retouching is done after the session, by Rebecca Ittner Photography's retouching team using professional editing software to alter and improve photos resulting in a more desirable final image, thereby enhancing the subject's overall appearance. Special retouching requests that go beyond the regular headshot retouching, such as composite work, object removal, major alternations to skin, neck or body, major alternations to hair or wrinkles in clothing, detailed somatic alterations to body (slimming), or alternations to colors of clothing or background, are subject to additional fees. Rebecca Ittner Photography only delivers retouched photos to Clients. Retouched digital photo files are delivered in both high resolution and low resolution in jpg format.

**3. RESCHEDULING:** If Client cancels or asks to reschedule a scheduled photo sessions seven (7) or more calendar days before the scheduled session date or if Rebecca Ittner Photography cancels or reschedules the booked session, the full deposit is refunded or, at the Client's choice, applied to a mutually agreed upon rescheduled session date. If the Client cancels the booked session less than 7 calendar days before the scheduled session or fails to show at the scheduled session, the deposit amount will be forfeited and will not be refunded to Client. If Client arrives late to the scheduled session, the amount of time late will be deducted from the time allotted for the session without any monetary refund to Client.

**4. USE OF PHOTOGRAPHS:** Client agrees to utilize the photographs, including digital files, in a commercially reasonable manner and in such manner that will not harm the professional reputation of Rebecca Ittner Photography. Client agrees not to utilize the photographs in any pornographic, illegal, libelous, scandalous, or such other manner that would tend to damage the image and reputation of Rebecca Ittner Photography. Client will not contest, or assist or induce others to do so, Rebecca Ittner Photography's rights in and to any photographs. Client's photographs are for their private or commercial business use only and shall not be submitted to contests or reproduced for commercial use other than for the Client's business. Client shall not make, or provide authorization to a third-party to make, reproductions of works resulting from the

Agreement for Photographic Services (“Agreement”) between Client and Rebecca Ittner Photography without express permission of Rebecca Ittner Photography. Client allows Rebecca Ittner Photography to display any images relating to the Agreement between Client and Rebecca Ittner Photography to generally promote the business of Rebecca Ittner Photography through advertisement, publicity materials, websites, exhibitions, competitions, magazine articles, and other such media, providing that the images are used lawfully and without damage to Client.

**5. INDEMNIFICATION:** It is the Client’s duty to obtain all necessary rights, model releases, clearances or consents which may be required for reproduction of people, places or items depicted within any photographs taken under the Agreement. Client shall indemnify and Rebecca Ittner Photography harmless against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

**6. FORCE MAJEURE:** Neither Rebecca Ittner Photography nor Client shall be liable for any delay in performing or failing to perform obligations if that delay or failure results from events or circumstances outside their reasonable control, such as sudden illness, injury, victim of crime, flooding, traffic conditions, vehicle breakdown, etc. Such delay or failure shall not constitute a breach of the agreement between Client and Rebecca Ittner Photography and the time for performance shall be extended by a period equivalent to that during which performance is so prevented provided that if such delay or failure persists for more than 90 days, nothing in this provision shall be taken to limit or prevent the exercise by either party of its rights of termination of the Agreement.

**7. TERMINATION:** The Agreement between Rebecca Ittner Photography and Client can be terminated if one of the parties materially breaches any portion of the Agreement. Such termination shall take effect immediately after fourteen (14) calendar days after notice of the breach from one party to the other. Both parties shall have the right to notify the other of their intent to take substantial steps to cure any breach. If such notice is delivered, the Agreement shall not terminate, unless such substantial steps do not in fact occur.

**8. LIMITATION OF LIABILITY:** In the unlikely event of a total photographic failure or cancellation by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the Agreement. Neither party shall be liable for indirect or consequential loss.

**9. CONFIDENTIALITY:** All terms and conditions of the Agreement between Client and Rebecca Ittner Photography, and any duties and performances due under the Agreement, shall remain confidential. Neither Client nor Rebecca Ittner Photography shall use any information related to the commercial use of the photographs or business operations of the other party, except in as much is necessary for adequate performance under their Agreement. Further, Rebecca Ittner Photography will not disclose, divulge, reveal, report or use for any purpose any data or information relating to Customer – whether business or personal – that was obtained by Rebecca Ittner Photography and which would reasonably be considered to be private or proprietary to Customer and that are not generally known and where the release of that confidential information could reasonably be expected to cause harm to Customer except as authorized by Customer or as required by law. The obligations contained in this provision shall expressly survive the termination, expiration or assignment of the Agreement between Customer and Rebecca Ittner Photography.

**10. OWNERSHIP OF INTELLECTUAL PROPERTY AND COPYRIGHT:** All intellectual property and related material such as the photos (the “Intellectual Property”) that is developed or produced under Client’s and Rebecca Ittner Photography’s Agreement will be the property of Rebecca Ittner Photography. Client is granted a non-exclusive limited use license of this Intellectual Property. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with Rebecca Ittner Photography. Client does not and shall not have any propriety rights in any products created, designed, manufactured, or produced, using in any manner Client’s appearance, likeness, or form, including without limitation any computer readable media, print, broadcast, or other media, computer programs, audio visual displays, printed material, advertising packaging, and/or artwork created and including any associated rights in and to any copyrights, patents, trademarks and any other intellectual property rights. Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by all applicable copyright laws.

**11. DISPUTE RESOLUTION:** In the event a dispute arises out of or in connection with the Agreement between Client and Rebecca Ittner Photography, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation.

**12. GOVERNING LAW:** The Agreement between Client and Rebecca Ittner Photography shall be construed in accordance with and governed by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**13. WAIVER:** Any waiver by Client or Rebecca Ittner Photography of any breach of a term or condition of the Agreement, or failure to perform under the Agreement, shall not be considered as a waiver of any subsequent breach of the same or any condition hereof.

**14. SEVERABILITY:** If any provision, clause or section of the Agreement between Client and Rebecca Ittner Photography is declared void or unenforceable by any judicial or administrative authority, the remaining portions of the Agreement shall remain in full force and effect.