

# LISBETH GANER

## PET PHOTOGRAPHY

Luxembourg – Palma – Oslo

### **Contract for Lisbeth Ganer Pet Photography ( LisGanerArt)**

The client assumes all responsibility for their animal(s) or any other subjects during the session, including any and all destruction of personal, business or public property, personal injury or illegalities. Know your animal(s) and their behavior and limitations before bringing them to any public area. Please disclose any behavioral or aggression issues before your session.

**MODEL AND PROPERTY RELEASE:** By signing this contract, I, the client, have the legal right and authority to execute this release on behalf of the subject(s) and myself. I hereby irrevocably authorize Lisbeth Ganer Photography and its assignees, licensees, legal representatives and transferees to use and publish (with or without my name, the pet's name, or with a fictitious name) images of the subject(s) in any and all forms of media, for the purpose of self-promotion, publicity, publishing (including electronic forms as internet websites), resale as prints or other media for commercial use, or in photographic contests or gallery shows. I waive any and all rights to review or approve any use of the images for the above mentioned purposes. LGP agrees to never use the images in a manner which is slanderous, demeaning, or hurtful in any way to me or any of the subjects. I, the client, warrant that I have authority to agree to the use of the likeness of all persons included in the session in this manner and shall indemnify and defend LGP in the event of litigation arising out of such use.

**CREATIVE AND COPYRIGHTS:** All images, original and processed, remain the sole property of Lisbeth Ganer Photography . It is illegal to copy or reproduce any photographs, either physically or digitally, without LGP permission. Violators of this Federal Law will be subject to its civil and criminal penalties. The client may NOT submit any photos taken by LGP for use in contests. All images, both physical and digital, when purchased or provided to the client are for personal use only. No commercial use by the client is permitted under this contract, including but not limited to resale, promotion of personal business, or use in contests or exhibitions. Clients are allowed to share photos posted by LGP through social media by using the "Share" feature. Clients are not allowed to screen shot, copy, paste, or save the images to post on their walls. The client is not allowed to crop, alter, or change the photographs in any way.

**PRICING DISCLOSURE:** The client contends that they are aware of and have viewed the current price list for the session fees and any and all products - [www.lisbethganerphotography.com](http://www.lisbethganerphotography.com) product pricing - This price list is adjusted periodically and may change without notice.

**STUDIO POLICIES:** Lisbeth Ganer photography will strive to complete sessions, editing and orders in a timely manner. LGP will edit and present the produced photos to the client at a chosen location within 3 weeks. LGP will only present images that are the best from the session (usually 30-40 photos). The client can opt in for an online gallery to purchase from for 21 days. If the client lets the gallery expire past it's 21 day time period, a 20 euro upload fee will be charged and the gallery will be re-uploaded and live for another 14 days.

#### **PAYMENT PLANS:**

Before the photoshoot

50 euros

The rest should be payed no later than 14 days after the shooting.

#### **RETURNS AND POLICY**

If a client is unhappy with their session, they can choose to forfeit ALL images and one re-shoot will be issued. If a deposit is taken for securement of a session date, there is no refund for cancellation

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unless approved by LGP No charges will be incurred due to rescheduling a session for weather changes, family emergencies, etc.

**LIABILITY:** If Lisbeth Ganer Photography cannot perform this contract due to fire, casualty, act of God, illness, emergency, or other causes beyond the control of the photographer, and cannot reschedule, LGP will return to the client any money paid, including deposit, but shall have no further liability in respect to the contract. This limitation of liability shall also apply in the event that the photographic materials are damaged in processing, lost through camera or computer malfunction, lost or damaged in the mail, or otherwise lost or damaged without fault or intent on the part of the photographer. In the event that LGP fails to perform for any reason, LGP shall not be liable for any amount in excess of the retail value of the client's order and session fees paid. It is the client's responsibility to back up any digital files that are purchased or received. LGP shall not be held liable for loss or destruction of files, prints or products once they have been received by the client.

**REPRINTS:** The client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and the client releases LGP from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities. LGP will make every effort to provide the most accurate color reproduction on products purchased through LGP. LGP has no liability whatsoever toward the quality of any prints or products reproduced by the client from digital files purchased from or provided by LGP. It is recommended when displaying or storing prints, to use archival materials whenever possible.

**TRAVEL:** A travel fee will be accessed if the client is located outside of the 35 km radius.

This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties. A paper copy of this contract will be given to the client upon request.

I have read and agree to the terms of the contract given above : yes

\*First Name .....

\*Last Name .....

\*Name of Pet(s) .....

\*Date .....

\*Place .....

\*Signature (electronic Signature) .....