

This agreement is between the client, ("Client"), and CatWalk9Studios LLC ("Company").

I acknowledge and agree that Photographer shall have the exclusive, perpetual and irrevocable right to take, use, re-use, publish and republish photographic materials from the photographic session, which contain my image in accordance with the following permissions;

Printed promotional materials

Printed portfolio samples

Online usage (including but not limited to social media accounts, website and blog display)

Other areas of marketability as defined by the Photographer

Reservation: A signed contract (Can be signed on day of photoshoot) and session fee of five hundred and fifty dollars (\$550) for 2 1/2 hours of shoot time (MIN 2 1/2 Hours), **paid in full no later than 3 days before date of session** is required to reserve the dates and times of the SESSION. If the SESSION is rescheduled, postponed, or cancelled by the CLIENT less than **48 hours** of the session; or if there is a breach of contract by the CLIENT, all **100% of the session fee is non-refundable** and shall be liquidated damages to the COMPANY. The CLIENT shall also be responsible for payment for any of the COMPANY's materials charges incurred up to time of cancellation. CLIENT is allowed to reschedule session **1 time only** without forfeiting all **100%** of session fee.

Payment Schedule: The aforementioned session fee is due at the time of signing of the agreement. Payment for any additional products is due at the time of ordering. Returned checks will be assessed a \$25.00 non-sufficient funds fee.

Product Delivery: Digital, high-resolution, edited images will be provided via password protected WETRANSFER file. The CLIENT will have 14 days to download the files.

POST PRODUCTION AND EDITING: The final post-production and editing styles, effects, and overall look of the images are left to the discretion of the COMPANY. The COMPANY provides basic editing, image retouching, and effects, covered under the SESSION fee.

The COMPANY will **NOT** provide any advanced retouching including removal of scars, severe acne, glamour retouching, removal of suntan lines, severe skin pigmentation issues, and or any body adjustments (neck lengthening, chin tucks, nose jobs, any amount of weight loss, or changing of eye/hair color)

At the time of the debut and ordering session all final images are the **FINAL EDITS** the Company will not make any further edits even if client requests them.

Under no circumstance is permission granted to sources outside the COMPANY for editing, retouching, advanced retouching, or altering of any image.

MODEL RELEASE: The **CLIENT** hereby assigns the **COMPANY** the irrevocable and unrestricted right to use and publish photographs of the **CLIENT** or in which the **CLIENT** may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The **CLIENT** acknowledges that their participation is voluntary and releases all claim to profits that may arise from the use of the images. The **CLIENT** hereby releases and holds harmless the **COMPANY** from any reasonable expectation of privacy or confidentiality associated with the images specified above.

COPYRIGHTS/PRINT RELEASE: The photographs produced by the **COMPANY** are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the **COMPANY's** explicitly written permission. Upon final payment by the **CLIENT**, limited license for personal use of the resulting images will be transferred to the **CLIENT**. The **COMPANY** grants limited personal use to the **CLIENT**, to include:

Distribution of photographic images for personal purposes via electric means. Such electronic distribution includes email to personal contacts, distribution on social networking sites, and publishing images on personal blogs; Reproduction of printed images for personal use of any size and quantity; and Display of images in a personal residence or other non-commercial venue.

Sharing/distribution of images as stated above is permitted as long as the images remain unaltered and textual credit is explicitly given to the **COMPANY**. Any other use or reproduction of images is strictly prohibited. Such prohibited uses include, but are not limited to:

Commercial Electronic Distribution;

Entrance into any contest or other venue which may result in financial gain;

Sale of prints or other materials;

Display of images in any business related (retail or otherwise) or commercial venue;

Alteration of images for display, including cropping and digital color enhancement; and

Copying of digital files for distribution to others.

The CLIENT must obtain written permission from the COMPANY prior to publishing the photographs.

I hereby acknowledge and agree that photographer may modify, change, or alter such images without restriction or my approval. Further, I acknowledge and agree that the photographs created by the Photographer shall become and remain the exclusive property of Photographer, and that I retain no rights to said photographs unless specified particularly in this agreement.

I also hereby waive all rights and claims and release the Photographer from any claim or cause of action, whether now known or unknown, relating to the sale, display, license, use and exploitation of the photos. Claims include, but are not limited to compensation. I hereby covenant and agree that I shall not bring any action or proceeding or maintain a complaint against the Photographer in any court of law, state or local, or before any administrative body, related in any way whatsoever, to the use of the photographs in accordance with this Agreement.