Brewster Made

Photography Payment & Booking Agreement

1. RETAINER & BOOKING

A **50% non-refundable retainer** is required to reserve and secure your photography date.

Your date is **not considered officially booked** until the retainer has been received and the photography agreement has been completed.

The retainer is applied toward the total package price and is non-refundable because it reserves the photographer's time and prevents the date from being booked by another client.

The 50% retainer reserves the photographer's time and the agreed-upon date and compensates the photographer for reserving that date exclusively for the client and declining other bookings for that period. The retainer is applied toward the total photography package price and is non-refundable except where otherwise expressly provided in this agreement.

2. REMAINING BALANCE

The remaining **50% balance is due no later than 14 days before the scheduled photography date.**

If the remaining balance is not received by the due date, the photographer reserves the right to cancel the booking and make the date available to other clients. The initial retainer will remain non-refundable.

For bookings made less than 14 days before the scheduled date, **full payment is required at the time of booking.**

3. VENUE FEES

If a venue is required for the photography session or event, the client has two options:

Option 1 — Client-Booked Venue

The client may select and book their own venue. Any venue rental fees, deposits, cleaning fees, permits, or other venue-related charges are the client's responsibility and are paid directly to the venue.

Option 2 — Photographer-Booked Venue

The photographer can assist with securing a venue through their **preferred vendor list**. If the photographer books the venue on the client's behalf, the **full venue cost must be paid upfront before the venue is reserved.**

Venue costs are **separate from the photography package price** and are not included in the 50% photography retainer.

Venue deposits, rental fees, permits, cleaning fees, and other venue-related charges are subject to the venue's cancellation and refund policies and are not guaranteed to be refundable by the photographer.

4. ADDITIONAL CHARGES

Additional charges may apply for services or expenses outside the selected photography package, including:

- Additional photography time — **$75 per additional 30 minutes**
- Travel fees outside the included service area
- Venue rental
- Other pre-approved expenses related to the photography session or event

Additional charges will be communicated to the client and must be paid according to the invoice or agreed-upon payment terms.

5. CANCELLATION & RESCHEDULING

Client Cancellation

If the client chooses to cancel their photography session or event, the **50% retainer is non-refundable** and will not be returned.

If the client cancels **within 14 days of the scheduled date**, any remaining balance that has already been paid is also non-refundable.

If the client cancels **more than 14 days before the scheduled date**, any balance paid beyond the non-refundable retainer may be refunded, provided there are no non-refundable third-party expenses already incurred on the client's behalf.

Rescheduling

Clients may request to reschedule their session or event **one time at no additional charge**, provided the request is made at least **14 days before the original scheduled date**.

The new date must be mutually agreed upon and is subject to the photographer's availability. The original retainer will be transferred to the new date.

A rescheduling request made **less than 14 days before the scheduled date** may be subject to a **$75 rescheduling fee**, in addition to any non-refundable venue or third-party costs already incurred.

If the client fails to attend the scheduled session or event without providing notice, the booking will be considered a **no-show**. The retainer will be forfeited, and a new retainer may be required to schedule a new date.

Photographer Cancellation

In the unlikely event that the photographer must cancel due to an emergency or circumstances beyond their control, the photographer will refund all photography payments made by the client, including the retainer. ***Any venue or third-party fees paid directly to those vendors remain subject to the vendor's individual refund and cancellation policies.***

6. WEATHER & UNFORESEEN CIRCUMSTANCES

For outdoor sessions, severe weather may require rescheduling. The photographer and client will work together to determine whether conditions are reasonably safe and suitable for photography.

Weather-related rescheduling will **not count as the client's one complimentary reschedule**.

If the photographer determines that weather or another unforeseen circumstance makes the session unsafe or impractical, the session will be rescheduled for the next mutually available date.

7. PHOTO USAGE & PROMOTIONAL RELEASE

The photographer reserves the right to use images captured during the session or event for **portfolio purposes, website and social media content, advertising, marketing, promotional materials, photography samples, and other business-related purposes**, unless the client specifically opts out below.

Copyright Ownership: The photographer retains copyright ownership of all photographs created during the session or event. The client's purchase of photography services and delivery of edited images does not transfer copyright ownership to the client.

Personal Use License: The client is granted a non-exclusive license to download, print, share, and display the delivered photographs for personal, non-commercial purposes. The client may not sell, license, commercially publish, materially alter, or use the photographs for commercial purposes without written permission from the photographer.

By agreeing to these terms, the client grants the photographer permission to use their photographs for these purposes without additional compensation.

Client Opt-Out

□ **YES — I grant permission** for the photographer to use photographs from my session/event for portfolio, website, social media, advertising, marketing, promotional materials, and other business-related purposes.

□ **NO — I do not grant permission** for the photographer to use photographs from my session/event for promotional or marketing purposes.

Client Initials: _____

8. PAYMENT ACKNOWLEDGMENT

By submitting a payment or deposit toward photography services, the client acknowledges that they have received, read, and had an opportunity to review this Photography Agreement and agree to its terms.

Payment or deposit constitutes the client's acceptance of and agreement to the terms and conditions contained in this Photography Agreement. The client understands that submitting payment confirms their booking and creates a binding agreement between the client and photographer, subject to applicable law.

A signature is not required for the agreement to become effective. The client's payment or deposit, together with the delivery of this Photography Agreement to the client before payment, serves as evidence of the client's acceptance of these terms.

The client acknowledges that they have had the opportunity to ask questions or request clarification regarding the agreement before submitting payment.

□ **I have read and agree to the Photography Agreement. I understand that submitting my payment constitutes acceptance of the agreement and confirms my booking.**

Photography Date: _____

Client Name: _____

Package: _____

Total Package Price: $_____

50% Retainer: $_____

Remaining Balance: $_____

Balance Due Date: _____

Venue Option: _____