
LUCE PHOTOGRAPHY, LLC

MODEL RELEASE

I, _____, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby irrevocably authorize Luce Photography, LLC to use photographs of me and or my property and authorize him (her/their and his/her/their assignees), licensees, legal representatives and transferees to use and publish (with or without my name, company name, or with a fictitious name) photographs, pictures, portraits or images herein described in any and all forms and media and in all manners including composite images or distorted representations, and the purposes of publicity, illustration, commercial art, advertising, publishing (including publishing in electronic form on CDs or internet websites), for any product or services, or other lawful uses as may be determined by the photographer or studio name here.

I further waive any and all rights to review or approve any uses of the images, any written copy or finished product. I am of full legal age and have read and fully understand the terms of this release.

Description of images:

ALL IMAGES TAKEN DURING SHOOT.

Signed

Witness

Date

I am the parent or legal guardian of the above mentioned minor and have the legal right and authority to execute the above release on behalf of the minor.

Signed

Witness

Date

TERMS AND CONDITIONS

1. It is understood that Luce Photography and its Photographer is the exclusive official photographer retained to perform the photographic services requested on this Contract.
2. Luce Photography may substitute another photographer to take the photographs in the event of a Photographer's illness or of scheduling conflicts. In the event of such substitution, Luce Photography warrants that the photographer taking the photographs shall be a competent professional.
3. No part of any order, including previews, will be delivered until the balance is paid in full.
4. All photographs and images remain the sole and exclusive property of Luce Photography, its heirs and assigns. Luce Photography reserves the right to use images created under this contract for advertising, display, publication, on its website or other purposes. The Client signing this contract warrants that he or she has actual authority to agree to the use of the likeness of all persons included in the portrait in this manner and will in conjunction with this contract sign a Model Release Agreement that shall bind his or her heirs and assigns and shall indemnify and defend Luce Photography, LLC in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of Luce Photography.
____ Luce Photography may not use images of myself or minor children for advertising or on its website.
5. Luce Photography shall reserve the time and date agreed upon. In event of cancellation please notify Luce Photography 5 days prior to your session or the reservation fee (\$50) will become non-refundable. With regards to online deals a late cancellation fee of \$50 will be charged if 5 days notice is not given. In case of inclement weather or extreme circumstances please notify Luce Photography. Luce Photography follows Carroll ISD bad weather closing schedule.
6. If, in the opinion of the photographer, inclement weather or other adverse conditions prevent the creation of a portrait meeting the artistic standards of Luce Photography, the photographer may elect to use an alternate location or to reschedule the portrait to a mutually acceptable time and place.
7. If the Luce Photography cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return any deposit or sitting fee to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event Luce Photography fails to perform for any other reason Luce Photography shall not be liable for any amount in excess of the retail value of the Client's order.
8. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
9. Client hereby releases and holds harmless Luce Photography from any personal injury incurred during a Photography session. It is understood that photography sessions require movement around and about the studio and includes flashing lights that have been known to cause seizures in persons that have a seizure disorders. Client guarantees that he /she and any minor child for whom he/she is entering this Photography Contract do not have a seizure disorder.
10. The charges in this Contract are based on the Luce Photography Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
11. **NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Luce Photography's written permission and violators of this Federal Law will be subject to its civil and criminal penalties.**
12. This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties.