

VALERIJA GUZHENKOVA PHOTOGRAPHY

PHOTOGRAPHY SESSION AGREEMENT

Client Legal Name: _____

Session Date: _____

Location: Studio address will be provided in the confirmation email.

1. ACKNOWLEDGMENT OF SERVICES

Client acknowledges that this is a professional studio photography session that may include:

- Body-focused or partially clothed posing
- Guided artistic direction
- Application of body oil
- Use of studio props, furniture or elevated surfaces
- Structured or physically demanding poses

Client understands that photography is a creative service and outcomes reflect Photographer's artistic style and professional judgment.

2. PACKAGE SELECTION & INVOICE

Client confirms that a photography package has been selected and is reflected in the corresponding invoice.

The invoice forms part of this Agreement and outlines pricing, inclusions, and any add-ons. In the event of discrepancy, the invoice governs financial terms.

3A. RETAINER

A non-refundable retainer secures the session date and is applied toward the total package price.

Because session dates are reserved exclusively, the retainer is forfeited in the event of cancellation or failure to attend.

3B. PAYMENT TERMS

The remaining balance is due on the session date prior to or immediately following completion of services.

Accepted payment methods include cash, Venmo, Zelle, and debit or credit card. Card payments incur processing fees (3.5% for U.S.-issued cards and 5% for international cards). Processing fees are non-refundable.

Payment may be made by Client or by a third party on Client's behalf. Regardless of who submits payment, the participating individual remains bound by this Agreement and the Liability Waiver.

Photographer is not obligated to deliver images, galleries, products, or services until all outstanding balances have been paid in full.

4. RESCHEDULING & CANCELLATION

Session dates are reserved specifically for each Client.

One reschedule is permitted with at least 72 hours' notice.

The rescheduled session must take place within one month of the original session date, subject to Photographer's availability.

The original retainer will be credited toward the rescheduled session.

Because the date and studio time are held exclusively, cancellations or failure to attend will result in forfeiture of the retainer.

Timely communication is appreciated in the event of unforeseen circumstances.

5. LATE ARRIVAL

Session time begins at the scheduled start time. If Client arrives late, the session will still conclude at the originally scheduled end time in order to respect studio scheduling.

Photographer will make reasonable efforts within the remaining session time to achieve strong and meaningful results; however, reduced session time may impact the overall number of setups or poses completed.

6. SESSION TIME

Session time includes preparation, wardrobe changes, application of oil, guided posing, photographing, and time for changing or packing belongings afterward.

7. DELIVERY & IMAGE SELECTION

Client must confirm at the time of the session whether image selection for editing will be made by Photographer or by Client.

If Photographer selects images:

- Final edited images will be delivered within 14 days from the session date
- Photographer's selection is final and not subject to substitution
- Additional images may be purchased separately

If Client selects images:

- A proof gallery will be delivered within 2 days of the session
- Selections must be submitted within 14 days of proof gallery delivery
- Edited images will be delivered within 14 days of receiving selections
- If selections are not submitted within 14 days, editing delivery timelines may be extended and the project will be completed according to Photographer's current schedule and workload
- If selections are submitted more than 8 months after proof gallery delivery, a \$100 reactivation fee may be required before editing services resume. Editing delivery timelines may be extended and the project will be completed according to Photographer's current schedule and workload

- If selections are not submitted within 12 months of the session date, Photographer reserves the right to close the project
- Photographer is not responsible for maintaining image files, proof galleries, or project materials beyond 12 months
- After that time, images may no longer be available for editing or delivery
- Any inability to complete editing or delivery resulting from Client's failure to submit selections within the stated timeframes shall not constitute grounds for a refund

Delivered gallery:

- Final galleries remain available for download for 30 days from delivery unless otherwise specified.
- Client is responsible for downloading and backing up all delivered images upon receipt.
- Photographer does not guarantee archival storage of delivered images, galleries, raw files, edited files, or project materials.
- Photographer is not responsible for loss of files, expired galleries, inaccessible download links, or unavailable image archives after the gallery expiration date.

8. RUSH DELIVERY

Rush editing is available upon request and guarantees delivery within 3 business days from the session date or from the date selections are received, depending on the selection method chosen.

Rush fees must be paid in advance.

9. ADDITIONAL IMAGES & PRODUCTS

Client understands:

- Additional edited images are available for purchase at **Photographer's current rates.**
- Add-ons and products are available at **Photographer's current rates.**
- Raw files are available for purchase as an optional add-on, **subject to Photographer's current rates.**

Unless otherwise agreed in writing, Client is granted a non-exclusive, non-transferable license to use the delivered images for personal, non-commercial purposes only.

Personal use includes sharing on Client's personal social media accounts, personal websites, and personal printing.

Raw or edited images may not be sold, licensed, transferred, reproduced for merchandise, used in advertising, or used for the sale of physical or digital products without prior written agreement and payment of an applicable licensing fee.

Commercial licensing is available upon request.

Photographer retains full copyright ownership of all images.

10. ARTISTIC STYLE & EDITING LIMITATIONS

Photography reflects Photographer's artistic direction and professional judgment.

Editing includes:

- Natural color correction
- Light skin retouching
- Minor temporary blemish softening upon request

Editing does not include:

- Alteration of permanent features such as stretch marks, tattoos, or birthmarks
- Body reshaping
- Changing natural body proportions
- Replication of reference images or inspiration materials

Specific aesthetic outcomes are not guaranteed.

Client understands that natural light conditions vary based on weather, season, time of day, studio conditions, and other factors beyond Photographer's control.

Specific lighting effects, direct sunlight, window shadows, reflections, mood, or environmental conditions depicted in reference images cannot be guaranteed.

Client is responsible for communicating any specific lighting preferences prior to booking. Photographer will make reasonable efforts to accommodate requests when feasible, but cannot guarantee the availability of particular lighting conditions on the session date.

Reference images are used for inspiration and communication purposes only. Photographer does not guarantee reproduction of specific poses, body positioning, expressions, lighting, compositions, or final results depicted in reference images.

Final images may vary based on Client's body type, flexibility, physical ability, proportions, comfort level, wardrobe choices, and other individual factors.

Because photography and editing involve artistic judgment, dissatisfaction based on personal preference, aesthetic taste, posing preferences, expression, body appearance, wardrobe selection, or artistic style shall not constitute grounds for a refund or re-edit.

11. IMAGE USE PREFERENCE

Photography created during this session reflects Photographer's artistic style and may be used to showcase creative work and studio projects.

Client must select one of the following options:

- I grant permission for Photographer to use edited images and behind-the-scenes content for portfolio presentation, website and social media display, marketing materials, editorial features, printed publications, artistic photobooks, public exhibitions, gallery display, studio display, and sale of printed works incorporating the images.
- I request full privacy. I do not grant permission for my images to be used publicly in any format.

Client understands that:

- Only final edited images will be used publicly
- Raw or unedited files will never be published
- Photographer is not obligated to publish any images
- No additional compensation or royalties will be provided for such use
- Permission, if granted, may apply to future artistic or promotional use

This selection must be made prior to gallery delivery.

12. CLIENT RESPONSIBILITY & CONDUCT

Physical Ability

Client confirms they are at least 18 years of age and physically able to participate in posing and studio activities.

Pregnancy Disclosure

Client agrees to inform Photographer prior to the session if pregnant or possibly pregnant. If pregnant, Client confirms consultation with a medical professional and comfort participating.

Health, Safety & Intoxication

Client agrees to:

- Arrive adequately hydrated and nourished
- Communicate discomfort immediately
- Exercise reasonable judgment during posing
- Follow Photographer's safety guidance at all times

Client acknowledges that participation while under the influence of alcohol, recreational drugs, prescription medication affecting coordination or awareness, or any substance that may impair balance, judgment, reaction time, or physical stability significantly increases the risk of injury.

Client assumes full responsibility for participating while impaired.

Photographer reserves the absolute right to refuse, pause, or terminate the session if Client appears impaired or if safety is compromised. In such case:

- The session will not continue
- No refunds will be issued
- The retainer and any payments made will be forfeited

Photographer's decision regarding impairment and safety risk shall be final.

13. UNFORESEEN CIRCUMSTANCES

If Photographer is unable to perform services due to:

- Illness
- Emergency
- Natural disaster
- Power outage
- Government restriction
- Other circumstances beyond reasonable control
- Studio unavailability or cancellation by the studio provider

Photographer will make reasonable efforts to relocate the session to a comparable studio or reschedule the session to the next mutually available date. If neither option is reasonably possible, payments received will be refunded.

14. LIMITATION OF LIABILITY

Client agrees that:

- Photographer's total liability is limited to the total amount paid under this Agreement
- Photographer is not responsible for indirect, incidental, or consequential damages

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles. Any dispute arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in New York County, New York, and the parties consent to the jurisdiction of those courts.

16. ENTIRE AGREEMENT

This Agreement, together with the invoice and executed Liability Waiver, constitutes the entire agreement between the parties.

LIABILITY WAIVER, ASSUMPTION OF RISK & CONSENT

The following section constitutes a legally binding waiver and release of liability.

Client Signature: _____

Date: _____

Photographer Signature: _____

Date: _____