SHUGAR SNAPS STUDIO

Bangor, Maine • www.shugarsnapsstudio.com

THE MALACHITE (MATERNITY) COLLECTION — PORTRAIT AGREEMENT & RELEASE

Maternity / Gender Reveal • $319.99

Session Date & Time: _____ **Estimated Due Date:** _____

Primary Client Name: _____ **Email / Phone:** _____

Agreed Session Location & Address:

_____

This Portrait Agreement ("Agreement") is entered into by and between **Shugar Snaps Studio** ("Photographer") and the undersigned client ("Client") for **The Malachite (Maternity)** collection. Both a completed, signed contract and a **50% non-refundable retainer ($160.00)** are required to officially reserve and secure your session date and time slot, with the remaining 50% balance ($159.99) due prior to the start of the session.

COLLECTION	SESSION TIME	INCLUDED DIGITALS	GALLERY DELIVERY	TOTAL INVESTMENT
The Malachite (Maternity)	1 Hour (Lifestyle / Reveal)	15 High-Res Edited Files	Within 14 Days	$319.99 (50% Retainer Due)

1. COLLECTION SCOPE, GENDER REVEAL PROPS & GALLERY ARCHIVING

- **Session Scope & Outfits:** Designed for lifestyle maternity sessions and intimate gender reveals (expectant parent(s), partner, and immediate children/siblings) at one (1) mutually agreed location within 20 miles of Bangor, ME. Locations beyond 20 miles incur $0.75 per round-trip mile. Up to two (2) gown or outfit changes are accommodated within the 1-hour session window.
- **Gender Reveal Props & Environmental Rules:** Ultrasound strips, baby shoes, letterboards, and balloons are welcome. Smoke bombs, confetti cannons, powder poppers, or pyrotechnics must be pre-approved in writing, comply strictly with local park/venue ordinances, and use biodegradable/non-staining materials; Client is solely responsible for complete post-session cleanup and any venue fines.
- **Proofing Gallery & Expiration:** Client receives a private, password-protected online proofing gallery within 14 days to select their fifteen (15) included high-resolution edited digital files. Additional digitals, full gallery upgrades, and studio prints are available for purchase. Galleries remain active for **30 days**; Client must download and back up files upon delivery, as gallery reactivation after expiration incurs a $35.00 archival retrieval fee.

2. EXCLUSIVE STUDIO PRINTING & REASON FOR NO PRINT RELEASE

- **Direct Studio Ordering & No Print Release:** All physical prints, wall art, canvas wraps, announcements, and photo gifts must be ordered directly through Shugar Snaps Studio. No third-party print release is provided with this collection, and reproduction permissions for outside consumer labs are strictly withheld.
- **Quality Assurance Rationale:** Drugstores, supermarkets, and big-box retail photo labs (such as Walgreens, CVS, Walmart, or Target) utilize uncalibrated machinery, automated auto-correct filters, cheap inks, and low-grade paper that cause severe color shifts, muddy skin tones, and improper cropping. To guarantee accurate color, archival longevity, and professional presentation, Shugar Snaps Studio exclusively fulfills all print products.

3. PUNCTUALITY & SESSION READINESS

Session coverage begins and ends strictly at the scheduled time. Please arrive at the agreed location 5–10 minutes early, fully dressed and ready. If the Client arrives late or is unprepared, that elapsed time is deducted from the 1-hour session window. Photographer is not responsible for missed poses or reduced image variety resulting from Client tardiness.

4. COPYRIGHT OWNERSHIP, RAW FILES & EDITING POLICY

- **Copyright Ownership & Personal Use:** All photographs and original works produced by Shugar Snaps Studio remain the exclusive intellectual property and copyright of the Photographer under federal copyright law. Client receives a non-exclusive, non-transferable license for personal, non-commercial viewing and social sharing only. Commercial use, contest entry, resale, or transfer of rights is strictly prohibited.
- **Culling, RAW Files & Retouching:** Image selection and culling are performed at the Photographer's sole artistic discretion; RAW files and unedited outtakes are never released or sold. Standard editing covers color grading, exposure, lighting balance, and minor temporary blemish touch-ups; extensive digital alterations, body reshaping, or head swaps are not included.
- **The "Shrek Clause":** To verify that Clients actually read their agreements in full, Photographer reserves the right to Photoshop a duplicate copy of one random image from the session to include Shrek—or another beloved cartoon character—and slip it into the final gallery as a complimentary bonus file (in addition to the clean, un-ogred original).
- **No Re-Editing & Required Studio Credit:** Delivered images may not be altered, heavily cropped, or re-filtered (including Instagram, TikTok, or third-party presets). When sharing images on social media, Client agrees to tag and credit **Shugar Snaps Studio** (@shugarsnapsstudio / Shugar Snaps Studio).

5. RETAINER, PAYMENT SCHEDULE, RESCHEDULING & PREGNANCY CONSIDERATIONS

- **50% Non-Refundable Retainer & Final Balance:** A 50% non-refundable retainer ($160.00) and signed agreement are required to reserve your date. The remaining 50% balance ($159.99) is due no later than 24 hours prior to your scheduled session; failure to remit the remaining balance forfeits the time slot and retainer. All retainers and paid fees are strictly non-refundable.
- **24-Hour Rescheduling Notice & Early Delivery:** A minimum of **24 hours' advance notice** is required to guarantee the transfer of your retainer to a rescheduled date or studio credit (valid for 6 months). In the event of medical bed rest or early labor/delivery, notify the Photographer promptly to transfer your retainer toward a newborn/family session at no penalty.
- **Inclement Weather & Force Majeure:** For outdoor sessions, if heavy rain, high winds, dangerous temperatures, or severe storms occur, the Photographer will coordinate a mutually agreeable makeup date at no penalty. Should Photographer become unable to perform due to sudden illness, emergency, or circumstances beyond studio control, Client will receive a priority reschedule or full refund of amounts paid.

6. LOCATION SAFETY, COMFORT & EQUIPMENT LIABILITY

Expectant Client's comfort and safety are paramount; Client agrees to communicate physical limitations and avoid unstable terrain or unsafe posing. Client assumes full responsibility for their own safety and that of attending children/guests. Client assumes full financial liability for any damage to photography equipment caused by Client, family members, or pre-approved leashed pets. Harassment or unsafe conditions result in immediate termination without refund.

7. PRIVACY FIRST & GRANULAR MEDIA RELEASE PREFERENCES

Client safety and family privacy come first. No images featuring minors' faces will be shared publicly without explicit opt-in consent. Every client receives their private gallery regardless of selection. *Please initial ONE option below:*

[ ] **Option A — Full Promotional Permission:** I grant Shugar Snaps Studio permission to feature photographs from this session across studio websites, portfolio showcases, social media channels, and promotional materials.

[ ] **Option B — Creative / Distance Angles Only:** I grant permission for portfolio and social sharing strictly using wide scenic angles, silhouettes, side profiles, or detail crops where individual facial features are not clearly identifiable.

[ ] **Option C — Private Archive Only (No Public Sharing):** I do NOT grant permission for any photos to be shared publicly or online. Images remain strictly within my private proofing gallery for personal viewing and direct studio print orders.

8. SESSION PARTICIPANTS & ROSTER

Full Names of Participating Adults & Minors (with Minor Ages): _____

_____ **Pre-Approved Pets:** _____

9. GOVERNING LAW & SIGNATURES

This Agreement constitutes the entire understanding between the parties and is governed by the laws of the State of Maine. By signing below, Client certifies they are at least 18 years of age, have legal authority for all listed minors, and agree to all terms above.

Client / Parent / Legal Guardian Signature: _____ **Date:** _____

Printed Legal Name: _____ **Shugar Snaps Studio:** _____