

Photography Agreement



BLUSH & MINT PHOTOGRAPHY



Why an Agreement?

So you want to book a session and then this concept of "photography agreement" is spoken about. So what is it all about?

When you book a session with me it is often for photos of loved ones and little ones so it is important that you understand how I may want to use my work to promote my business. You probably saw my photos yourself of a past client and that is how I get bookings, by sharing my work on blogs, social media and in my marketing. It is how I find new wonderful families and faces to photograph and make a living. I am happy to limit the use of these images but it is something important to address before our session.

Having an agreement also means I can protect the copyright of those images and ensure that others are unable to take those images and claim them as their own work and alter them.

I also see my images as my art. Each photographer has a "style" that is uniquely their own. It is how they use the settings in their camera, pose their clients and then the hours of editing that follows. It creates a look and feel that will attract future clients who want that same look and feel for their precious memories. so understanding how you can share your beautiful family artworks is also important to ensure future clients haven't been misguided when seeing images I have taken.

I love photography. I love knowing that something I have created is adored for generations. Images to me are the greatest heirloom one can give. I am lucky to be able to call this my job and to ensure I can continue to do that I need to put certain policies in place to protect me and my clients. So I hope this explains a little more of why this agreement is put in place. Please read the points below and let me know of any questions you have.

Agreement

PLEASE READ THE POINTS BELOW

1. A \$50 booking fee is payable on booking your session with the balance of your session payable on or before the portrait session date. Preview images will not be available until the session fee has been paid in full.
2. No part of any order, including digital images, will be delivered until the order balance has been paid in full.
3. Blush and Mint Photography reserves the right to use images created under this contract for advertising, display, publication or other purposes to generate business opportunities. Any client whom would prefer images are not released on social media, Website/Blog, and Printed Material need to request an exemption to this part of the agreement in writing before the photography session.
4. 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 the manner stated in section 3 above.
5. Blush and Mint Photography retains all copyrights to all images created during client's session. Negatives, digital files and previews remain the exclusive property of Blush and Mint Photography. Digital images and prints purchased from photographers can only be used for personal use and not for commercial, political, or any for-profit uses. Sharing on personal social media pages, web pages, or blogs is allowed however the image may not be altered with the use of filters and a credit to Blush and Mint Photography is appreciated.
6. All booking fees and deposits are non-refundable. If an illness or situation prevents a photo session from taking place, client may reschedule their session. If the clients decide to completely cancel the shoot, the booking fee is forfeited and will not be refunded. Photographer reserves the right to reschedule due to illness, weather, equipment malfunction, or other circumstances beyond their control.
7. Re-shoots are determined at the discretion of the photographer. Re-shoots and refunds will not be given for challenging behaviour, poor choices of clothing, make-up, hair or weather related issues, or by not following the recommendations of the photographer.

8. If there are any costs/fees associated with the location the client has chosen for their session, you, the client, will be responsible for those fees. The photographer will not guarantee or arrange payment on any location.
9. If the Photographer cannot perform this Contract due to fire, flood or other casualty or due to the Photographer's illness or emergency, then the Photographer shall postpone the session to a mutually suitable date. If a mutual date is not able to be organised after reasonable efforts by both parties then any monies paid toward the session fee will be returned to the Client, less the booking fee and any other costs associated with the session. The photographer 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 that the Photographer fails to perform for any other reason, Photographer shall not be liable for any amount in excess of the retail value of the Client's order or session fee.
10. Photographer is not responsible for any damaged products after successful delivery of said products.
11. REGARDING DIGITAL IMAGES: Digital images purchased will be delivered either via web-based digital download, email or custom USB drive. If the Client loses or damages his or her digital images, Blush and Mint Photography will not be liable for such loss or damage and will not be liable to replace lost or damaged files. It is highly recommended, by the Photographer, that clients immediately back-up any digital files on an external drive or via online cloud storage. Digital images purchased by the Client may not be altered in any way, shape or form, including but not limited to editing the overall style of image, colour/contrast/exposure changes, adding objects/persons/graphics and deleting objects/persons/graphics. Digital images purchased by the client may not be resold.
12. REGARDING VIEWING & PRINTING IMAGES: Please note that all images produced by Blush and Mint Photography have been done so with the use of colour calibrated monitors. Monitors used by the Photographer have been calibrated to meet printing standards, thus colour changes may occur when images are viewed on non-calibrated monitors. Also note that images viewed in non-professional editing programs will appear less sharp than if the same images are viewed using a professional program. Printed images may be colour corrected and altered to fit the printing requirements of the professional lab that Blush and Mint Photography uses. This means there may be some variations in printed and digital image colouring.
13. Images can take up to six weeks to be processed and delivered.

Agreement

PLEASE SIGN AND INDICATE BELOW

BLUSH & MINT
PHOTOGRAPHY
AGREEMENT

If you have read and agree to the terms in this agreement please sign and date below and send a copy of the signed page to Blush & Mint Photography. Payment of the session booking fee is also acknowledgement of the terms in this agreement.

☐ I give permission for my images to be used as stated in section three of this agreement.

☐ I have discussed with Blush and Mint Photography any necessary amendments to section three regarding sharing of the portrait session images.

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COVID-19 AGREEMENT AND SPECIAL CONSIDERATIONS

Please note that you must not be unwell or recently unwell (within 14 days) when attending your session. If you attend your session unwell then the photographer has the right to end the session and all monies will be non-refundable to cover the session fee and associated costs. If you are unwell when your session is scheduled for please contact me and we will reschedule to a new mutually agreeable date.

You must not schedule a session within two weeks of travelling either overseas or interstate. Failure to follow these guidelines will see the loss of your booking fee and your session cancelled.

Only people from under the same roof may attend the studio and a maximum of 10 people for outdoor sessions.

The photographer will wear a mask during studio sessions and all surfaces will be cleaned and washed. Only one studio session will take place within a 48 hour period.

Printed Name_____

Signature_____Date:_____