

# Adelaide Birth Photographer

## PHOTOGRAPHY CONTRACT

<b>Name</b>	<b>Phone number</b>
<b>Email</b>	<b>Session Date</b>
<b>Postal Address</b>	<b>Postcode</b>
<b>Session Location</b>	
<b>Names &amp; Ages of all involved</b>	

(Please complete following section for Birth sessions)

<b>Care Provider (OBGYN/MW)</b>	<b>Est. Due Date</b>
<b>Labour Support Names</b>	<b>Phone number</b>

ENTIRE AGREEMENT: This agreement has been freely negotiated and contains the entire understanding between the PHOTOGRAPHER (Adelaide Birth Photographer) and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, it does not mean that any other provision is also waived. Likewise, if any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

RESERVATION: This signed agreement and 100% payment of the CLIENT's highest valued session fee is required to reserve session time and/or the weeks surrounding the CLIENT's due date.

CANCELLATION: No refund is given for birth photography sessions cancelled by the CLIENT within 14 days of the CLIENTS due date unless the CLIENT has suffered a pregnancy loss. No refund is given for all other photography sessions cancelled by the CLIENT within 14 days of the scheduled session. Any services cancelled prior to 30 days by the CLIENT receive a refund of 50% of the session fee paid. At the time of cancellation, the CLIENT may request an alternative photographic session of equal or lesser value of the non-refundable amount, which must be scheduled and completed within 12 months of the cancellation date.

**If the photographer is not permitted to photograph within the hospital space due to COVID-19 restrictions, and the photographer has commenced attendance at the birth, no refund is permitted, but any payment already made shall be transferred to any other sessions booked and / or products ordered within 12 months of that date. If the**

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photographer is not permitted to photograph within the hospital space due to COVID-19 restrictions, prior to their attendance, a full refund is provided.

**PRE-BIRTH CONSULTATION:** For Birth Photography CLIENTS, both parties agree to a pre-birth consultation during the second (2<sup>nd</sup>) or third (3<sup>rd</sup>) trimester in order to discuss the birth plan and CLIENT'S request list for specific photographs and preferences.

**COVERAGE:** For Birth Photography CLIENTS, coverage begins at the specified request of the CLIENT or their designated birth partner as nominated on this contract, generally during active labour, and continues until up to two (2) hours after the birth. The PHOTOGRAPHER is on call 24 hours a day for two weeks either side of the CLIENT'S due date. The CLIENT is responsible for contacting the PHOTOGRAPHER during the early stages of labour, immediately before leaving for the hospital (if attending), and again when the doctor or midwife confirms active labour, to ensure the PHOTOGRAPHER can attend the birth in a timely manner.

The PHOTOGRAPHER will make every reasonable effort to take specific photographs as requested by the CLIENT, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. The PHOTOGRAPHER agrees to not document any elements of the birth specified by the CLIENT. The CLIENT may request amendments to their photographic coverage preferences directly with the PHOTOGRAPHER at any stage prior to the conclusion of the birth session. Images determined by the PHOTOGRAPHER to be substandard or duplicated may be edited out. The PHOTOGRAPHER will use professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to CLIENT. The PHOTOGRAPHER is not responsible for the quality of images due to low lighting, interference by others attending the birth or other issues beyond the appropriate control of the photographer. The CLIENT and her baby's safety and comfort is the priority in all cases. The CLIENT accepts that the PHOTOGRAPHER decides when to cease photographic activity during emergency and other sensitive situations. The CLIENT agrees to accept the PHOTOGRAPHER will not be liable for making the decision to cease photographing or if medical staff specifically requests that photographic activity cease.

**HOSPITAL GUIDELINES:** The CLIENT agrees that the PHOTOGRAPHER is limited by the guidelines of the hospital policies and any demands placed by hospital staff. The CLIENT agrees to accept the technical results of these guidelines and policies imposed on the PHOTOGRAPHER. Negotiation with the staff for moderation of guidelines is the CLIENT'S responsibility.

**LIMIT OF LIABILITY:** The PHOTOGRAPHER is not liable for any images found online or in print outside of their intended and agreed location. In the unlikely event that the PHOTOGRAPHER is injured or becomes too ill to photograph the birth, they will make every effort to provide the services of a backup photographer. If the situation should occur and a suitable backup is not found, responsibility and liability is limited to the return of all payments received for the photography service not provided. The PHOTOGRAPHER takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond the PHOTOGRAPHER'S control, liability is limited to the return of all payments received for the birth photography package. The limit of liability for a partial loss of originals shall be a proportional amount of the exposures lost based on the percentage of total number of originals.

**COPYRIGHT:** I/we agree the PHOTOGRAPHER owns the Copyright in all photographs. From time to time, the PHOTOGRAPHER may wish to use images sessions for industry competitions and as required subsequent usage and for reasonable general promotional advertising for the PHOTOGRAPHER. This advertising may include images being displayed via internet, magazine and other printed media. Any usage for any purpose is to be agreed to between the CLIENT and PHOTOGRAPHER prior to images being released for use. The photographs produced by the PHOTOGRAPHER are protected by Australian Copyright Law and may not be reproduced in any manner without the PHOTOGRAPHER'S explicitly written permission. Upon purchase of the digital files by the CLIENT, limited copyright ownership of the resulting images will be transferred to the client under the following conditions: The digital

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negatives or prints are the property of the CLIENT for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives and not to be used by the client or any other group or organisation for profit – this includes competitions.

DIGITAL FILES: Upon receipt of any digital media, the CLIENT accepts all responsibility for archiving and protecting the files. The PHOTOGRAPHER does not permanently archive image files. The PHOTOGRAPHER is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is CLIENT'S responsibility to make sure that digital files are copied to new media as required.

MODEL RELEASE: The CLIENT hereby grants to the PHOTOGRAPHER and its legal representatives and assigns the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases the PHOTOGRAPHER and its legal representatives and assigns from all claims and liability relating to said photographs.

COMPLETION SCHEDULE: Digital processing and printing takes approximately 4 weeks upon receipt of final payment, any documentation the CLIENT wishes to include or upon completion of the final shoot, whichever comes last. Please note that print and product prices are subject to change without any prior notice.

MINOR RELEASE: For valuable consideration which I have received, on behalf of the CHILD/REN (who is/are under 18 years of age) Named: \_\_\_\_\_ ("the CHILD/REN"), and whom I warrant that I represent as his/her legal guardian, I grant the Photographer, and her agents and assigns, the irrevocable and unrestricted right and permission to use or alter any photographic images of the CHILD/REN or in which the CHILD/REN may be included, and taken by the Photographer as part of the CHILD/RENS' engagement (the Photographic Images), in conjunction with the M CHILD/RENS' own or a fictitious name in any media now or hereafter known for any other purpose whatsoever.

I hereby waive any right or claim that either myself or the CHILD/REN may have to inspect or approve any products or copy used in connection with any of the Photographic Images, or which I or the CHILD/REN may have with respect to any alteration or distortion of any of the Photographic Images and with respect to the publication of the Photographic Images in any form.

I hereby warrant that I am of full age and am entitled to contract on behalf of the CHILD/REN in the above regard. I have read the above release prior to its execution, and I am fully familiar with its contents. This release shall be binding upon me and my heirs, legal representatives, and assigns, and the heirs, legal representatives, and assigns of the CHILD/REN.

I \_\_\_\_\_ have read and understand the terms above. I hereby agree to the terms of this agreement. A 100% deposit of the session/package fee is required to secure your session with the balance due prior to placing your order.

<b>Client / Guardian Signed</b>	_____	<b>Date</b>	_____
<b>Client / Guardian Name</b>	_____	<b>Date</b>	_____
<b>Witness Name &amp; Signed</b>	_____	<b>Date</b>	_____
<b>Photographer Signed</b>	_____	<b>Date</b>	_____
<b>Deposit Paid</b>	Cash / Bank Transfer	<b>Date</b>	_____

# *Adelaide Birth Photographer*

RETURN YOUR COMPLETED CONTRACT TO:

Victoria Berekmeri  
6 Gluyas Avenue  
Grange, SA, 5022

## PAYMENT DETAILS

Institution: People's Choice Credit Union

Account Name: Victoria Daniels

Account #: 63497285 | BSB: 805050