

AGREEMENT TERMS & CONDITIONS

PAYMENT ARRANGEMENT: The Client will pay the Photographer the total retainer specified and any pre-session purchase of photographic products, plus excess mileage and/or lodging. Half of the Non-Refundable Retainer is due at the time of booking. The remaining balance is due prior to the photo session.

For photography sessions beyond 40 Kilometers of the city limits of Barberton, the Client is responsible to pay mileage for the excess amount. Amount will be clearly presented on Photographer's Invoice to the Client.

Lodging: In the event that Lodging is necessary in order to complete the agreed upon photo session the Client agrees to pay no less than 50% to the Photographer at the time of the session.

CANCELLATION/POSTPONEMENT: Client understands that by entering into this agreement, Photographer is foregoing other photographic jobs. In the event of a cancellation or postponement of the portrait session/ agreement by Client, the retainers paid are non-refundable. Retainers are transferable if a date change is necessary. Forty-eight hours (48) notice of postponements or cancellations is appreciated. If it is not possible for a session to take place on a scheduled day due to weather, Photographer and Client will reschedule on an agreed date at the earliest date possible, with no additional charge.

COOPERATION/NO SHOWS: Photographer is not responsible if Client and/or key individuals fail to appear or cooperate during photo sessions, or for missed images due to details not revealed to Photographer. Photographer's camera is the only camera allowed at the photo session because of the distraction it causes, and hinders Photographer's ability to obtain quality shots. The session can be rescheduled at the original session retainer, including an additional 25% retainer.

RESHOOTS: In the unlikely event that Client is completely dissatisfied with the final results, Photographer will reshoot the session at no additional charge one time. Client is then able to order prints from the second portrait session only. If the Client should be unsatisfied with the results of the second session, all money paid will be refunded and the Client will not retain any of the images. The Photographer will still have all rights to the Images of the session as set forth in this Agreement.

IMAGE STORAGE: images will remain on file for one year from the date of the portrait session. It is highly recommended that Client backs up any digital images on another media format other than the USB. Photographer cannot be held responsible for the failure of USB due to mishandling. It is Client's responsibility to back the images up on another format such as a hard drive. Once the images are in the hands of the client, it is the client's responsibility to save the images. Backing up your images is very important.

RETOUCHING: Standard retouching includes light blemish and stray hair removal. Complex retouching includes such changes as the removal of scars or heavy blemishes. Complex retouching is done at a rate of R25 per hour per image. Photographer has the right to refuse any requested edits to the images. Photographer retains the right to edit the photographs as she sees fit based on experience and expertise and omit any image(s) that do not meet her standards.

PRINT LIFE: Client is aware that color dyes and inks in prints may fade or discolor over time due to the inherent qualities of dyes and inks, and Client releases Photographer from any liability for claims whatsoever based upon the fading or discoloration due to the inherent qualities.

DIGITAL NEGATIVES, PRINTS & COPYRIGHT: All images and copyrights are the property of CHPhotography ("Hendroe Pohl & Corene Huddleston") ("Photographers"). In exchange for services provided, Photographer retains the exclusive right to copy, edit and distribute any/all images created under this agreement, to the general public, for any reason, including but not limited to: advertising, marketing, sales, print competitions, educational seminars, and monetary gain. The mediums for display could include newspapers, magazines, books, television, and the internet, but are not limited to only those mediums. The Photographer retains these rights even if image files are turned over to the Client.

The Copyright Act protects photographers by giving the creator of the photograph the exclusive rights to copy, edit and distribute the image by sale or transfer. These exclusive rights make it illegal to copy, scan, edit or share photographic prints and digital media without the photographer's permission. Violators of this Federal Law will be subject to its civil and criminal penalties.

The images that are being provided to you are licensed to you for any reason personal, including but not limited to: printing, copying, emailing, and web publishing. Your license does not include use that results in financial gain, including but not limited to: advertising, stock photography, print sale profits, or resale of any nature. Photographer may revoke this license at any time and for any reason. Photographer retains all copyrights to the images and derivative works thereof.

If you are posting any of the digital files to social media (Facebook, Twitter, Pinterest, Instagram etc.) OR if you share or use any digital files from either Facebook or my website, you may not alter the image in any way (no words or filters added). Credit to CHPhotography would be apreceded.

MODEL RELEASE: Client grants to Photographer and her legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of Client, Client's child or children, or in which Client may be included for editorial, trade, advertising and other purposes, and in any other manner and medium; to alter the same without restriction; and

to copyright the same. Client hereby releases Photographer and her legal representatives and assigns from all claims and liability relating to said photographs.

EXHIBITION: Client grants Photographer permission to display selected images resulting from this assignment as an example of Photographer's work and for entrance into photographic competitions and releases all claims to profits that may arise from use of images.

LIMIT OF LIABILITY: We take the utmost care with respect to the exposure, retouching, and transportation of digital captures, proofs and prints. However, in the unlikely event that all the originals are lost, stolen, damaged or destroyed within or beyond Photographer's control, Photographer's liability is limited to the refund of all payments received, or a reshoot can be scheduled at no additional cost. The limit of liability for partial loss or damage of originals shall be a prorated amount of the total amount, based on the percentage of originals lost or damaged. In the unlikely event that Photographer is injured or becomes too ill to attend the portrait session, Photographer will make every effort to reschedule to the earliest possible date. If the situation should occur, and the portrait session must take place on the scheduled date, Photographer will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received.

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstance, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

CHANGES TO THIS AGREEMENT: There may be additional charges if changes are made to this agreement. Client may increase the period of Photographer's service on the portrait date, provided Photographer is available during the time requested. Added expenses resulting from such change, including additional service cost, digital capture costs, and change-related retainers will be added on to the final balance and will be paid in full by Client prior to delivery of the proof book. Client may not decrease the period of Photographer's service on the portrait date. If the period of Photographer's service is cut short by reason of fire, casualty, death, act of God or other cause beyond the control of the parties, Photographer shall still receive the total retainers outlined in this Contract.

INDEPENDENT CONTRACTOR: This Contract is not to be construed as an employment agreement in any way. The Photographer's functions as an independent contractor.

ENTIRE AGREEMENT: This agreement contains the entire understanding between Photographer and Client. It supersedes all prior 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. This constitutes an order for one portrait session with CHPhotogrpahy

This contract between CHPhotography and Client shall not become effective until it is signed and the initial amount due has been paid. At the time the contract takes effect, CHPhotography shall reserve the date and time agreed upon, and not make any other reservations or accept any other clients for said date and time. For this reason, in the event that Client cancels the contract for any reason, all monies paid shall be retained by CHPhotography in order to offset its loss of business.

The Client that Singes below have read and understood the contract and agree to the terms and conditions in their entirety.