

MAXINE STEVENS PHOTOGRAPHY AGREEMENT

Deposit and Payment. The client shall pay the deposit (50%) to the photographer to perform the services specified within. Upon payment, the photographer will reserve the time, date agreed upon by both parties. The second 50% is due three days before the session (cash / eft). Images will not be processed, or edited until 100% payment is received. No images or products shall be provided before final payment is made in full and clears into my account. Payment plans can be arranged upon request. **Cancellation.** If the client requests to cancel this agreement 7 (seven) or more calendar days before the session date, the deposit fee shall be applied to a mutually agreed upon rescheduled date. If the client cancels this agreement, or fails to show, 6 (six) or less calendar days before the session date, the deposit shall be forfeited.

Rescheduling / Late Arrivals. In the event that the client requests to reschedule a session, the booking shall be carried over to a rescheduled session if notice is given at least 7 (seven) calendar day prior to the scheduled date. A reschedule must be within 6 (six) months. If the client arrives late to the session then the amount of time elapsed shall be deducted from the time allocated for the session. If the client arrives more than 30 (thirty) minutes late for the booked session, then the session will be cancelled by sms or telephonically and the booking fee will be retained.

Failure to perform. a) In the unlikely event that the photographer is injured, has become too ill, or has an emergency that prevents her from photographing the event, Maxine Stevens Photography will contact the client as soon as possible by way of sms or telephonically, to arrange another suitable date and time. Maxine Stevens Photography takes the upmost care with respect to exposure, storage and processing the photographs / images, but cannot and does not guarantee that the photographs/ images of the event will not be lost, stolen, or destroyed for reasons within or beyond Maxine Stevens Photography's control. You are that Maxine Stevens Photography or the photographer(s) full and complete responsibility and liability is limited to the return of all payments received for the even. b) If the client fails to read the supplied information guide, and therefore fails to carry out the required preparations prior to a newborn session, then the photographer will not be held responsible for any resulting reductionist quality or quantity of images supplied.

Photographic material. All photographic material including but not limited to digital files, preview proofs and prints shall remain the exclusive property of the photographer. RAW images will remain the property of the photographer and cannot be transfer to the client or purchased. Client shall receive JPEG images only.

Image Production and Handling. a) the photographer shall be entitled to use its judgement regarding the style and artistic input in the production of pictures. This includes but is not limited to locations, poses and the number of images taken. Due to the vagaries of the weather and willingness of subjects it may not be possible to capture all the pictures requested, or images to the client's full expectations. In the event of uncooperative children at a session of any kind, for any reason, the photographer may not be able to capture any, or all the images the client may have requested or expected. The Client is solely responsible for all children at all session.

b) The photographer fully edits all images before presenting to client. The photographer reserves the right to charge an additional R180 per image over and above the images included in the packages. Any additional edit requests **MUST** be raised by the client at the proofing stage. Requests not raised at proofing stage will not be considered once products have been ordered.

c) If the client does not select the images within one months of the images published online, the photographer will assume that are not wanted and will delete all files.

d) The client will receive a printing right with the USB of digital images, however please note the photographer is not responsible for printing errors or for quality of prints or products printed elsewhere.

Copyright & Penalty. Photographs / images produced by Maxine Stevens Photography are protected by Copyright Law (all rights reserved). Upon final payment by clients and receiving the hi-res images, clients are allowed to display resulting images for personal use. Said images may not be altered or reproduced in any manner without prior written permission of Maxine Stevens Photography.

Clients will receive a link to download your images and you will have the printing rights for personal use only. The print release **does not allow publication of your portraits** (i.e. entering in contests), selling or altering of your images without the photographer's written permission. **It is illegal to copy, scan, download, print, share, alter, or otherwise steal any image created by Maxine Stevens Photography during client's photo session. This applies to "sneak peek" images, images posted in an online proofing gallery, blog, Facebook, or hard copy images.** If client steals images via any method listed above, or any other method, client will be invoiced for the cost of EACH digital image client has stolen. You will also be provided with small low-res watermarked versions for sharing on line, when sharing these images online Maxine Stevens Photography must be noted as the photographer.

Model Release. The client hereby gives Maxine Stevens Photography the absolute and irrevocable right and permission with respect to the photographs that she has taken of myself and/or my minor child in which we may be included with others:

a) To copyright the same in the photographer's name or any other name that she may select;

b) To use, re-use, publish and re-publish the same in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising and trade, and; I hereby release and discharge the photographer from all and any claims and demands ensuing from or in connection with the use of the photographs, including any and all claims including but not limited to libel and invasion of privacy.

Packages / Price List. Photographers price list and packages are final. Every image is unique and it takes a lot of work and time to produce and edit each image. In all packages, the client will receive digital images, where the client is provided the copyright to print the images as much and as often as you wish. No alterations to the packages will be made, unless specifically agreed to in writing with Maxine Stevens Photography. *Prices on products are subject to change.

PHOTO POLICY. Clients may take BTS (Behind the Scenes) images during the Newborn sessions. But please may I ask you to tag me in the picture, my hashtag handle is #maxinestevensphotography. I love to see it from your perspective.

Indemnification / Liability. The Photographer is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and for themselves and hereby release the photographer from all claims against their person or their business. Should you bring older siblings along to the session, you are responsible for them. Any damages incurred to the property or props you will be liable for.

Whole agreement. This agreement incorporates the entire understanding of parties. Any modifications of this agreement must be done in writing and signed by both parties. Any waiver of a break or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this agreement.

I understand that this agreement constitutes the entire contract for services between Maxine Stevens Photography and Client. By accepting this invoice and paying a deposit you are agreeing to be bound by the above terms and conditions.