



COVERAGE

- Photography by Shine Birth Photography & Blissful Birthing TN, LLC referred to as "Studio" in the rest of the contract
- Full gallery of digital proof images to view (color, black & white and/ or at photographer's discretion).
- Online private slideshow for family members

PAYMENT & FEES

- A deposit fee of \$250 is required at time of booking via credit/debit card, Venmo (@Bliss-Birth) over the phone, by check (must be received within 3 days of booking), or by cash at our studio.
- Deposit fee is non-refundable. Remaining balance is due by 36 week gestation.
- No reservation exists whether expressed or implied unless 'Studio' has confirmed receipt of non-refundable retainer.
- Images will not be processed until payment has been made in full

ACCEPTANCE

Use by 'Client' of any digital image(s)/ product(s) provided by 'Studio' constitutes acceptance of the terms and conditions specified herein.

PAYMENT

'Client' shall pay 'Studio' in US dollars as scheduled. 'Client' shall be responsible for and pay any sales tax due.

ENTIRE AGREEMENT

This agreement contains the entire understanding between "Studio" and "Client". Shine Birth Photography & Blissful Birthing TN, LLC are referred to as "Studio" in the rest of the contract. CLIENT is the person who hired STUDIO for images. It supersedes all prior contracts between the two parties. The only way to add or change this contract is to do so in writing, signed by all parties involved. If the parties want to waive one provision of this agreement, that does not mean that any other part of this provision is also waived. The party against whom a waiver is sought to be effective must have a signed waiver in writing.

PRE-EVENT CONSULTATION

The parties agree to pre-event consultation, which shall take place approximately one month prior to the due date, in order to discuss the birth plan and CLIENT's request list (in writing) for specific photographs.

COOPERATION

The parties agree to cooperate and communicate for the best possible result within the definition of this assignment. The photographer will NOT be held accountable for missing the birth if the clients fails to inform the photographer when they are in active labor. The photographer will not be held accountable for not photographing desired people at birth, if there is no one to assist them in identifying those individuals or gathering them for photographs. Studio is not responsible if key individuals fail to appear or cooperate during the birth session or missed images due to details not revealed to STUDIO.

COPYRIGHTS

Until final payment for services rendered is received, the photographs and digital files produced by STUDIO are protected by Federal Copyright Law (all rights reserved). They may not be used in any manner without STUDIO's consent and written permission. It is a breach of contract not only to reproduce images, but to display them on social networking sites including but not limited to Facebook, Instagram, Pinterest, etc.) If displayed on social networking sites, photos must say, "Photos by SHINE BIRTH PHOTOGRAPHY and BLISSFUL BIRTHING TN, LLC somewhere visible on the photo or on the information tab below the single photo. Upon image distribution or images purchased, limited copyright ownership of the images will be transferred to the CLIENT under the following conditions:

Upon final payment by the CLIENT, limited copyright ownership of the images will be transferred to the CLIENT under the following conditions:

- The photographic images are the property of the CLIENT for personal use and for the purpose of reproduction in order to give photographs to friends and relatives.
- The images are not to be sold or used for profit.
- The CLIENT must obtain written permission from - and compensate STUDIO - prior to the CLIENT or the CLIENT's friends and relatives publishing or selling the photograph for profit.

EXHIBITION

Requests for photographic images to be used by STUDIO may be requested at a future time. CLIENT grants STUDIO permission to display selected images resulting from the session as an example of the STUDIO's work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

If CLIENT's photo is requested to be used in any print or online publication, they will discuss this with the STUDIO. STUDIO grants CLIENT limited rights to use the images in marketing materials with specifications that photo by STUDIO is listed on the image/article. If CLIENT requests to use the image in the distribution of products such as but not limited to posters.

clothing, etc, a 20% compensation rate of the total number of sales will apply unless otherwise agreed upon in writing.

MODEL RELEASE

The CLIENT hereby grants STUDIO 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 STUDIO and its legal representatives and assigns from all claims and liability relating to said photographs.

EXCLUSIVE PHOTOGRAPHER

The photographer shall be the exclusive photographer retained by the CLIENT for the purpose of photographing the birth. Family and friends of the CLIENT shall only be permitted to photograph the birth as long as they shall not interfere with the Photographer's duties. The only time anyone aside from STUDIO is allowed to take photographs is during candid moments in which STUDIO has not instructed anyone for the photograph. A critical photograph can be obstructed by a guest trying to get that same shot. The photographer reserves the right to limit access of other photographers, amateur or otherwise. The hiring of another photographer, professional or amateur, by the CLIENT without notifying STUDIO voids the contract. In this event, STUDIO is not required to cover the event or return the paid photography fees. STUDIO will NOT tolerate any other hired photographers, amateur photographers, shooting at the event(s). If this case happens, here is our standard operating procedure.

- Tell the photographers to stop shooting.
- If they don't stop shooting, we will advise the client or doula involved.
- If the other photographer(s) still don't stop shooting, STUDIO will leave the premises immediately and CLIENT will be advised to check the signed contract for further procedures.
- In the event that the family/ guests are taking photos, STUDIO is NOT responsible for ruined or obstructed images.

PHOTO COOPERATION

In the event that on the day of the event the CLIENT has asked us to stop taking photos due to weather, clothing malfunction, drama, or any situation out of our control, the photographer is not held responsible for images not taken that would have normally been taken during that time.

LIMIT OF LIABILITY

In the unlikely event that the Photographer is injured or becomes too ill to photograph the event, STUDIO 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 for the birthing package. In the event STUDIO can't make it to the birthing location in time for the birth, due to unpredictable circumstances or a speedy delivery, STUDIO will take photos after the birth at the birthing location for 2 hours. STUDIO 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 STUDIO's control, STUDIO's liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

BIRTHING FACILITY POLICY

It is the CLIENT's responsibility to confirm with the birthing facility that photography is allowed during the birth. It is the CLIENT's responsibility to inform STUDIO of any photography restrictions the facility has.

SOCIAL MEDIA POLICY

You are free to share any of your images on any social media platforms. Any photos shared that have been altered by "Others" or creative cropping will be a direct conflict with this contract, and must be removed immediately. Any sharing done on social media must include credit to STUDIO in the caption, or a link to STUDIO's website/ social media handle.

EXTENSIVE EDITING POLICY

It is standard that your photos be edited, and provided to you in our agreed upon timeline. In the event that the CLIENT requests more extensive editing, editing can be provided for a fee of \$5., to be paid prior to any additional editing being completed.

LOCATION ACCESS AND FEES

If the CLIENT chooses a location which charges admission, an access fee, a parking fee, or a photography fee, the CLIENT will be responsible to cover those fees associated with shooting at those locations. The CLIENT will also be responsible for organizing the access and any permits related to doing so.

DEPOSIT RETAINERS

In the event of cancellation, the retainer amount is non-refundable. It shall be liquidated damages to STUDIO in the event of a breach of contract by CLIENT. The CLIENT shall also be responsible for payment of any of STUDIO's materials or charges incurred up to the time of cancellation.

METHOD OF CANCELLATION

In the event of a canceled birth, STUDIO requires an e-mail or letter, prior to the original due date. This is the method of cancellation agreed upon by all signing parties and the only method of cancellation that will be accepted. In the event of a cancellation or postponement within 365 days of the event, the total amount agreed upon in this contract is due as scheduled and is non-refundable.

COMPLETION SCHEDULE

Editing and image delivery takes approximately 1-2 weeks, but may take longer. In the event that image delivery is outside of this time, the CLIENT will be notified via email before the due date.

By signing below, all parties agree they have read and understand the terms and conditions of this contract.

CLIENT SIGNATURE: _____

DATE: _____

CLIENT'S PRINTED NAME: _____

CLIENT SIGNATURE: _____

DATE: _____

CLIENT'S PRINTED NAME: _____

PHOTOGRAPHER'S SIGNATURE: _____

DATE: _____

PHOTOGRAPHER'S PRINTED NAME: _____