

Newborn Photography Agreement

Client Information

Date: _____

Name(s): _____

Address: _____

Cell Number(s): _____

Email: _____

Due Date: _____

Boy/Girl: _____

Baby's Name: _____

TERMS + CONDITIONS

1. **Parties.** The Client listed above is hereinafter referred to as the "Client." Snap Life Photography is hereinafter referred to as "Photographer." Photographer is in the business of providing professional photography services and products and Client wishes to retain Photographer's services as set forth herein.

Additional prints, digital files and products can be purchased at a la carte prices in effect as of the date that this Agreement is executed by the parties.

Deposit + Payment Schedule.¹ A non-refundable deposit in the amount of \$150 or \$225 for maternity and newborn session is due at the time of booking Client's session to reserve space on the Photographer's calendar and to ensure that Photographer will open Client's due date.

Online Proofing + Ordering. Approximately two weeks after your session, 20-40 custom-edited proofs will be available for viewing in an online, password-protected gallery. The online gallery will be available for 14 days from the date of the first publication, within which orders will be placed. Client will be charged a \$35 fee if the gallery(s) needs to be republished after expiration. All prints and products ordered will be processed within 2-4 business days after the order has been placed to the Client's address written above. Most basic prints take 2 business days for the lab to create then sent out UPS ground. Larger products and books take about 4-7 days. Client agrees and understands that Photographer, in her sole artistic discretion, decides which images taken during the session will be edited and presented in the Client's gallery; not all images taken during the session will be presented to the Client. Orders can take longer if you have let your gallery expire since space in schedule is left open during your designated time frame. If placing an order afterwards the schedule may have become more busy.

2. **Albums/Delivery.** If Client is ordering an album or if an album is included in Client's package, before the online gallery expires, Client will provide Photographer with a list of images to be used in the album. Photographer will email proofs of the album layout and design to client between 2 weeks after Photographer receives the list of images to be used in the album. Client will have the ability to make up to ten changes to the proofed layout. Any additional changes will be charged at \$5 per change. The album will be available for pick up or delivery to Client within a week and a half after Client has signed off on the proofed layout. Photographer is not liable for mistakes or delays in creating or delivering of the album caused by the lab or company producing the album. If a printing error has been caused by the lab, Client will notify the photographer within one week after receiving the product for a free reprint with return of the product. If Client wishes to make changes or place a reorder after Client has already signed off on the proofs, then all changes and reorders will be at the Client's full expense.
3. **Editing.** Client agrees and understands that Photographer edits the proofs at his/her own artistic discretion, and said editing is included in the creation fee.
4. **Refunds on Photographic Products.** Due to the custom nature of photography, all purchased products, including but not limited to prints, albums, CDs, and canvas wraps, cannot be returned and all money paid is nonrefundable. Reprints will be granted upon return of product if damage occurs by mail or client is not satisfied with print.
5. **Archive and Storage.** The Photographer archives all proofed images from each session for a period of six months from the date of the session. After that time, the Photographer deletes all proofed images from his/her hard drive and all external hard drives. The Photographer is not responsible for digital files once they are purchased and received by the Client. The Client is responsible for making electronic back-up copies of any digital files that are purchased from the Photographer and for keeping them in a safe place.
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6. **Assumption of Risk; Release of Photographer.** CLIENT, THEIR HEIRS, ASSIGNS AND NEXT OF KIN, AGREE TO FULLY RELEASE PHOTOGRAPHER, FROM ANY AND ALL LIABILITY, CLAIMS AND/OR LITIGATION OR OTHER ACTIONS THAT CLIENT MAY HAVE FOR INJURIES, DISABILITY, OR DEATH OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT, CONTRACT, BREACH OF WARRANTY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE PHOTOGRAPHER, PHOTOGRAPHER'S EMPLOYEES OR INDEPENDENT CONTRACTORS.
7. **Copyright.** Photographer retains all rights to the images, including but not limited to, the right to sell, copy, display, and/or publish any and all images, for any reasons, including but not limited to marketing, advertising, print competitions, and for use on Photographer's website and portfolio. Copyright protection is governed by federal and any and all violators will be punished to the fullest extent of the law permitted.
8. **Entire Agreement; Amendments.** This Agreement is the entire agreement between the parties regarding this subject matter and supersedes all prior agreements and understandings related hereto. This Agreement can only be amended or modified in a writing signed by both parties, including a cancellation.
9. **Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
10. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Georgia without giving effect to the principals of conflicts of law. The parties consent to jurisdiction and venue in the state and federal courts located in the State of Georgia
11. **Counterparts; Electronic Signatures.** This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all signatures together shall constitute one and the same agreement. This Agreement may be signed via fax, email or other electronic means, any of which will be fully binding as an original signature.

WHEREFORE, the parties execute this Agreement on the date first written below.

Megan J. Bowen

Snap Life Photography
450 Piedmont Ave #801
Atlanta, GA 30308

By: _____
Megan Bowen, Owner and Photographer of Snap Life Photography

Date: _____

"CLIENT"

Name Date

Name Date