

## **TERMS & CONDITIONS**

*In the following terms & conditions “the photographer” and “photo editor” will refer to Dana Schiemann trading as Dana Schiemann Photography. “The clients” will refer to those persons defined on the contract form. These terms & conditions cannot be varied in any way by the clients unless such conditions are expressly agreed and signed by the photographer in writing.*

### **GENERAL**

#### ***COPYRIGHTS AND TRADEMARKS***

i. All native/source files, including editing and design is the property of the photographer

#### ***DISPLAY***

i. The client(s) hereby allow(s) the photographer to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, sample albums etc.

#### ***CREATIVE LICENSE, COVERAGE AND REPRODUCTION***

Photographs taken during the course of the session or event will be at the discretion of the photographer although every effort will be made to comply with the client’s requirements.

Special requests are not binding instruction, although every effort is made to comply with the client's wishes. The Photographer will do their best to honour the requested photographs but do not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangements due to changes in weather and the availability and willingness of subjects.

For a booking at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs.

Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

***PAYMENT***

A non-refundable booking fee will confirm your booking, as well as full acceptance of the terms and conditions as published on the photographer's website. The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due.

Payment in full of the remaining balance will be due two weeks before the session or event.

Additional goods ordered must be paid for in full at the time of ordering.

Titles to all goods remains with the photographer until paid for in full by the client(s)

***CANCELLATION BY PHOTOGRAPHER***

In the very unlikely events of cancellation by the photographer or of total photographic failure, liability shall be limited to a full refund of any fees paid.

***DIGITAL NEGATIVE FILES***

All digital negatives (computer files) remain the property of the photographer. Should the digital negative files be lost, damaged or destroyed for the reasons beyond control, the photographer's liability shall be limited to a full refund of any deposits and fees paid, but shall not include a refund for any goods already received.

***ON THE DAY***

The photographer will be the sole professional (still) photographer at the venue/location specified.

***PERSONAL ACCIDENT***

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

***CANCELLATION FEES***

If the client(s) should have to cancel a booking, cancellation fees will become due immediately upon said cancellation.

***DELIVERY***

The photographer will endeavour to deliver digital files as quickly as possible. However this could take up to 4-6 weeks during busy periods.

***BUYING PRINTS***

Photographer not responsible for any mistakes when customers order prints from the third-party site "Redbubble". If there is a problem with the quality of print, etc. "Redbubble" must be contacted directly.

## **PHOTO EDITING**

This agreement is between Dana Schiemann [photo editor] and the client. The photo editor will perform digital imaging editing services on the images from the client for the specified project.

The client will hereby grant the photo editor license to edit the images under this agreement. The photo editor agrees to provide the same number of edited images that the client purchased online through PayPal. After purchasing editing services through PayPal, the client will receive a copy of the invoice in their email inbox.

The photo editor and the client will work together to communicate the desired outcome of the final edited images. The client will fill out notes about specific editing requests. Before finalizing images, the photo editor will send a preview file to the client to confirm. After sending the preview file, the client is entitled to no more than 1 revision under the terms of this agreement. If additional revisions are requested, the client will be responsible for additional fees on a time-and-materials basis to the photo editor.

The photo editor does not accept liability for editing images that are technically sub-par to the required standard. Minimum photo resolution must be 240PPI. The photo editor is not responsible or liable for blurry, unstable or out of focus photos.

This photo editing contract cannot be cancelled unless both parties approve cancellation in writing. In the event this contract is cancelled, the client will be responsible for payment on a pro-rated basis based on work completed by the photo editor prior to cancellation. The Client agrees to indemnify and hold the photo editor harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials in the design at the request of the client to which the client does not possess copyright permission or usage rights. This freelance design contract shall be the sole agreement between the photo editor and the client. No other agreements, verbal or written, shall be considered binding or valid upon signature of this design contract by both parties. This contract shall not be modified or otherwise altered unless approved in writing by both the photo editor and the client. This design contract shall be governed by the laws of Ottawa, Ontario. Any legal disputes or proceedings shall take place in Ottawa, Ontario.

## **TYPES OF EDITING**

All prices are subject to change at the discretion of the photo editor, based on changes or revisions requested from the client or unforeseen circumstances (i.e. photos are particularly difficult to edit).

Simple photo editing: edits can include color correction, exposure, contrast, straightening of horizons, resizing and cropping

\$20 per photo (minimum of 2 photos and maximum of 100 photos per order)

Standard photo editing: edits can include photo retouching - more detail like removing glare from glass, lens correction, background removal - delete the background from the image, isolating the subject (this is often used for white background product photography)

\$30 per photo (minimum of 2 photos and maximum of 50 photos per order)

Special photo editing: can include things like the restoration of old photos, changing the color of an item, smoothing out wrinkles, removing stray hair, special effects, extracting an item or subject from an image, swapping out the background entirely.

\$50 per photo (minimum of 2 photos and maximum of 50 photos per order)

Average turnover is between 10 – 15 business days, depending on the number of photos and level of editing. If your request does not exactly match this criteria, alternate options for the number of edited photos and/or payment can be made available to the client at the discretion of the photo editor. The client may also request a rush order at the discretion of the editor for a fee determined by editor based on number of photos and level of editing.

Electronic signatures will be considered legally binding. The return of this agreement with no signature but with confirmation of agreement will also be considered legally binding. Payment is considered acceptance of the terms and conditions set out in this contract.

The client agrees that they've read the terms and conditions on (website) and agree to said terms in addition to everything stated in this contract.

You are legally bound to these Terms and Conditions whether or not you have read them.

If you do not agree with any of the Terms and Conditions, please email me at:

*hello@danaschiemannphotography.com*

The photo editor \_\_\_\_\_ (can or cannot) use the materials produced during this photo editing as part of her editing portfolio. The photo editor will always give the photographer credit for photography.

Signature [Dana Schiemann]

Date:

Signature [Client]

Date: