



1495 NE Kristie Lane

Estacada, OR 97023

971.570.2117

nicwhitephotography@gmail.com

www.nicwhitephotography.com

This contract is the agreement between the yourself and Nic White Photography. It outlines the expectations between yourself and the photographer regarding any and all sessions held with Nic White Photography. Please review the contract in detail and agree to the conditions in order to book your session. Should you have any questions, please contact Nic White Photography. *It is understood that contracts can be confusing and may be a little bit intimidating. But this is for your protection, your sessions protection and the photographer's protection. We are happy to explain any terms in detail.*

SESSION RETAINER AND RESERVATION

The non-refundable retainer must be paid in full by specified date to reserve the date and time of the session. Session pricing in subject to change at any time. In order to receive current pricing, the non-refundable retainer must be paid in full. Remaining session balance is due on the day that your session takes place. Once the balance has been paid in full, editing will begin on your gallery. Edits will not begin until all payments are made in full. This includes fee's such as adding individuals to the session. A contract, model release and non-refundable retainer are required in order to reserve any session(s) with Nic White Photography.

RESCHEDULING

Should you request to reschedule your session with less than 48 hours notice, you will be charged a \$75.00 rescheduling fee. Nic White Photography maintains the right to reschedule sessions due to weather conditions, illness, emergencies, etc. Should you not arrive within 20 minutes of your scheduled session (full sessions) or within 10 minutes of a mini session, your retainer will be forfeited and you will need to pay the retainer again.

WEATHER POLICY

In the event of weather conditions that are out of our control:

If you have been contacted and advised to reschedule due to concerns about weather and you still proceed with the session, you will be charged for an additional session should the weather interfere with your session.

Due to the sensitive nature of the photography equipment used, it is up to Nic White Photography's discretion to cancel the session, before or during the session, due to weather conditions. If you have been contacted and advised to reschedule due to concerns about weather and you decide to go ahead and reschedule, you will not be charged any rescheduling fees. You will be rescheduled to the next available date.

TIMING

In the event that you and/or the other parties that are part of your session are late to the scheduled session, the session will still start and end at the allotted time. The amount of time that it takes to change into outfits counts towards the total session time.

LOCATION

If you request more than one location for the session, the travel time going from each destination counts towards the total amount of the session time. Should you wish to hold a session at a location that charges for access, you will be responsible to cover fees associated with photographing at the location, including all parking and access fees. You will also be responsible for organizing access and any permits related to doing so. Travel up to 40 miles round-trip from 97023 is included with all sessions. Time and travel beyond this will be an additional .58 per mile.

ADDITIONAL INDIVIDUALS/PETS

In the event that you want to add additional family members in your session (i.e. children, grandparents, pets, etc.) beyond that of which is listed in the purchased session details, you will be charged \$20.00 per person/pet to add them into the session. This policy includes pets. You will be responsible for informing Nic White Photography of the additional family members 48 hours in advance of session. If 48 hours notice is not given, the fee for additional family members will be \$25.00 per person/pet added.

CREATIVE PRIVILEGE & EDITING

All sessions include extensive retouching and image enhancements. Nic White Photography has the creative freedom to decide how to edit images to look their best. Any requests to re-edit images are at the discretion of Nic White Photography. Any re-edits made are an additional \$50.00 per image.

COMPLETION OF GALLERIES

Client galleries will be completed and delivered within four weeks of session date. All model session galleries will be completed after all paying client galleries have been delivered. This could take up to six weeks.

MODEL CALLS & SESSIONS

If you and/or your child/family member(s) are chosen for a model session, you will be required to sign/agree to this contract and a model release. The session will be designed and conducted in the creative manner that Nic White Photography has chosen.

CHEERFUL COOPERATION

You and all of the other parties that are part of your session agree to cheerfully cooperate and communicate for the best possible results within the definition of this assignment. Nic White Photography will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for the photographs. Nic White Photography is not responsible if key individuals fail to appear or cooperate (this includes newborns, children and pet(s) during the session(s) or for missed images due to details not revealed to Nic White Photography beforehand. If the desired outcome of your session is jeopardized by the behaviors of parties involved (with the exception of studio personnel), Nic White Photography cannot be held responsible. Poses are never promised due to safety and cooperation.

COPYRIGHTS

The photographs (including prints and digital images) produced by Nic White Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Nic White Photography's explicit written permission. This means that you may not alter any images delivered in any way as it is a false representation of Nic White Photography's work. This includes the use of social media filters and cropping. Nic White Photography reserves the right to use the images for display, publication and/or other purposes. Under no circumstance can a client use images for commercial purposes, profits, photographic competition and/or display. Images provided to the client on CD/DVD may not be reproduced and/or copied onto other CD/DVD's or USB drives.

MODEL RELEASE

The client hereby grants Nic White Photography and its legal representatives, the irrevocable and unrestricted right to

use and publish photographs of the client and involved parties, for editorial, trade, advertising and any other purposes and in any manner and medium; to alter the same without restriction; and to copyright the same. The client hereby releases Nic White Photography and its legal representatives and assigns from all claims and liability relation to said photographs.

LIMIT OF LIABILITY

Nic White Photography 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 Nic White Photography's control, Nic White Photography'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.

AGREEMENT

Most importantly, by physically or electronically signing this contract, you are agreeing to the terms and conditions outlined in this contract. You are acknowledging that you have read this contract in its entirety and fully understand this agreement.