## Birth Photography Contract

This agreement is between T. Roberts (Red’s Digital Empire),

Ph: 205-202-0631, Email: r3dsdigital3mpir3@gmail.com and Redcollection2020@gmail.com (hereafter the "PHOTOGRAPHER") and the below-named, hereafter referred to as CLIENT.

Client:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Partner Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Midwife/ Doula Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Due Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCOPE OF WORK**

The PHOTOGRAPHER agrees to enter an "on-call" arrangement of 24-7 availability at 38 weeks, extending until the actual birth. Exceptions for an earlier on-call period can be made for multiple or expected preterm births.

Due Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The PHOTOGRAPHER will photograph the CLIENT's selected aspects of labor, birth, and several hours immediately postpartum if there are any.

The PHOTOGRAPHER makes no guarantees as to the ability to capture any particular image.

The PHOTOGRAPHER will attempt to work within the care provider's requirements to meet the requests of the CLIENT.

The PHOTOGRAPHER is not liable for any birth outcomes and will not act as a doula.

The CLIENT requests these particular images or situations to be photographed:

+

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**Work Product**

The PHOTOGRAPHER will deliver proofs of photos to the CLIENT no more than six weeks (6 weeks) after the date of the SHOOT after full payment is received.

The PHOTOGRAPHER will supply at least one (1) low-resolution image file via e-mail within 96 hours of the birth for sharing/announcement purposes after full payment is received.

The PHOTOGRAPHER will upload image proofs in a private online album.

The CLIENT understands and agrees that proofs are the exclusive property of PHOTOGRAPHER and the CLIENT has no right to these photos except for a license to review them.

All finished image files delivered to CLIENT are licensed for CLIENT’S personal use only.

- Unlimited number of low-resolution image files

- Corresponding set of images (watermarked) exclusively to be used when posting images online

- All files will be in black & white and/or color, delivered in .JPG format via USB and Online

The PHOTOGRAPHER makes no guarantee of the quantity of images, due to variation in birth length and circumstance.

The PHOTOGRAPHER uses specialized camera equipment that allows photography in low light conditions. Low-light photography is characterized by an amount of image noise, or grain. The amount of noise is dependent upon the amount and quality of light in the birth space. For the highest-quality images, some light is required. This can be via ambient light or on-camera flash. The PHOTOGRAPHER in the darkest conditions may briefly use flash for some photographs. The PHOTOGRAPHER may suggest changes to the lighting to facilitate photography unless it is disruptive to the CLIENT or staff.

Editing style will be chosen by the PHOTOGRAPHER unless specific requests are entered beforehand by the CLIENT. Re-editing five (5) finished images is included in the fee, including conversion to color or B&W, or edits to image content. Birth and in-home lighting without flash presents significant lighting challenges. Black and white (B&W) edits are chosen by the PHOTOGRAPHER for individual images to enhance detail and composition and mask the drawbacks of uncontrolled lighting situations. As such, when B&W edits are provided by PHOTOGRAPHER, they are generally unable to be converted back to color. Color images are more easily converted to B&W. Each image is individually edited, and up to 30 separate processes are used to produce each finished image you receive.

-Each additional image edit beyond five (5) images will incur a $50 per file editing fee.

-The timeline for delivery of re-edited images will be at the discretion of the PHOTOGRAPHER.

- Both the session fee and re-editing fees are due from the CLIENT before work commences on any re-edited image.

The RAW files are not available for purchase

The finished image files will be maintained for one (1) year after image delivery

**PRIVACY**

The PHOTOGRAPHER will maintain the CLIENT's privacy.

The PHOTOGRAPHER may be asked to leave the birth space at any time; the PHOTOGRAPHER will remain available until the birth is complete.

The PHOTOGRAPHER will not publicly or privately display CLIENT images that are not expressly authorized for private and/or public view.

The CLIENT may choose not to authorize any images for public and/or private view. However, PHOTOGRAPHER relies on a continuously evolving portfolio to show prospective customers examples of her work and greatly appreciates the authorization of a few modest images per birth.

The PHOTOGRAPHER will not maintain copies of RAW images on her computer system and will securely wipe all image files other than those authorized for public/private viewing sixty (60) days after the image and additional product delivery is complete

Nonpayment of fees within 30 days after the birth without prior arrangement of payment plan automatically authorizes the PHOTOGRAPHER to use any photos for private or public display.

**COPYRIGHT**

* The PHOTOGRAPHER will request the authorization of select images for public and/or private view. "Public view" images may be displayed on the PHOTOGRAPHER's website, and promotional materials, and submitted to books, magazines, and websites for publication and contests. "Private view" images may be included in printed album portfolios. This authorization cannot be revoked.

**FEES**

In consideration for the photography services provided by PHOTOGRAPHER, CLIENT agrees to pay the sum of $560 or the alternate fee previously quoted by PHOTOGRAPHER (entered below by CLIENT).

CLIENT agrees to pay the PHOTOGRAPHER a retainer fee of $140 payable upon signing of this contract.

The balance of the payment for photography services must be paid in full no later than fourteen (14) days after the SHOOT detailed in Section 1: Scope of Work. A payment plan may be established before the SHOOT with specific payment dates beyond 14 days.

Photos will not be delivered to CLIENT until the balance is paid in full. If the balance is not paid within fourteen (14) days without prior arrangement, the CLIENT authorizes the PHOTOGRAPHER to retain any photos from the SHOOT for public/private view.

**Payment** can be made in the following ways:

Cash (Before services are rendered)- Receipt Provided

CashApp: redcollection2020

Payment plans are arranged on an individual basis and supersede the above fee schedule. Payment plans must be prearranged prior to 38 weeks according to EDD. Nonpayment of fees within the arranged payment timeline will authorize PHOTOGRAPHER to retain any/all photos from SHOOT for public/private view.

**TERMS OF SERVICE**

If the CLIENT gives birth outside of the "on-call period" (38+ weeks) and the PHOTOGRAPHER is unable to photograph the birth, the PHOTOGRAPHER will hold only the retainer fee ($140).

If the PHOTOGRAPHER is unexpectedly unable to photograph the birth due to any health reasons, the PHOTOGRAPHER will provide and pursue full payment. Also, Provide a FREE family photo shot.

If the CLIENT cancels service for any reason during the on-call period (38+ weeks), the PHOTOGRAPHER will pursue full payment.

If the CLIENT does not provide at least one (1) hour of advance notice of the birth, and the PHOTOGRAPHER arrives at the birth location and produces photographs after the birth, the PHOTOGRAPHER will pursue full payment.

If the CLIENT does not notify the PHOTOGRAPHER of the labor or birth, the PHOTOGRAPHER will pursue full payment.

If the CLIENT does not give the PHOTOGRAPHER explicit instructions to come to the birth after communicating about the onset of labor, the PHOTOGRAPHER will pursue full payment.

The PHOTOGRAPHER carries a backup camera and media card. If the PHOTOGRAPHER experiences technical or equipment problems totally prevent photography, the PHOTOGRAPHER will refund all fees.

If the PHOTOGRAPHER is unable to photograph due to PHOTOGRAPHER's issues (illness, transportation problems, overlapping births) during the "on-call" period, the PHOTOGRAPHER will refund all fees.

The PHOTOGRAPHER does not have a committed backup photographer at this time.

**COMMUNICATION**

The PHOTOGRAPHER will be reachable by telephone 24/7 beginning at 38 weeks of pregnancy.

The CLIENT is required to contact the PHOTOGRAPHER if labor begins outside of the 38-week "on-call" period. The PHOTOGRAPHER will make all efforts to photograph the birth.

The PHOTOGRAPHER requires at least one (1) hour to get to the CLIENT's location. The PHOTOGRAPHER will inform the CLIENT of her estimated travel time to the location.

The CLIENT may ask the PHOTOGRAPHER to come at any time during the birth process but must reasonably provide adequate time for the PHOTOGRAPHER to travel and access the birth location.

The CLIENT may appraise the PHOTOGRAPHER of developments, changes to the birth plan and/or location, and possible signs of labor via text or email.

The CLIENT is required to contact the PHOTOGRAPHER via phone once labor is established. The CLIENT must make a reasonable effort to make verbal contact with PHOTOGRAPHER.

The CLIENT must explicitly summon the PHOTOGRAPHER to come to the birth and give explicit permission for the PHOTOGRAPHER to enter a private home.

The PHOTOGRAPHER will make one attempt each to contact the CLIENT, PARTNER, or MIDWIFE/ DOULA TEAM if communication is not clear and ongoing.

The CLIENT must inform the care providers of the PHOTOGRAPHER's planned presence, and provide the PHOTOGRAPHER information on the birth plan.