

CALDER GREEN PHOTOGRAPHY

TERMS AND CONDITIONS FOR PHOTOGRAPHY SERVICES

These terms and conditions outline the policies and practices of Calder Green ("Photographer") regarding the provision of photography services. By engaging the Photographer, clients acknowledge and agree to these terms and conditions.

GENERAL POLICIES

Photography services are provided in accordance with these terms. Any changes to these terms will be communicated and mutually agreed upon.

The Photographer operates independently. Third parties may not impose agency fees unless discussed and agreed upon with the Photographer in advance.

The Photographer will not be subject to non-compete clauses in any form.

BOOKING, PAYMENT, & CANCELLATION

BOOKING & PAYMENT

A booking is confirmed upon agreement of terms via email/text/call.

A **non-refundable deposit of 25% of the total service fee** is required at the time of booking to secure your session or event date. Until the deposit is received, the requested date will not be reserved or added to the calendar.

The remaining balance is to be paid within 14 days of receipt of the invoice.

Late fees of 2% per day shall be applied to overdue invoices.

In case of rescheduling, the Photographer will make reasonable efforts to accommodate a new date, subject to availability, without additional charges if the request is made more than 4 weeks before the original session date.

CANCELLATION POLICY

Cancellations made:

- 5 days or less before the scheduled session will be charged 100% of the agreed fee.
- 2 weeks or less before the scheduled session will be charged 75% of the agreed fee.
- 4 weeks or less before the scheduled session will be charged 50% of the agreed fee.
- Cancellations made more than 4 weeks before the scheduled session will not incur charges.

COPYRIGHT & IMAGE USAGE

All images produced by the Photographer remain the Photographer's intellectual property. By default, clients are granted a non-exclusive license to use the photographs for their intended purposes as agreed upon at the time of purchase. This license does not include the right to:

- Edit, crop, or otherwise alter the photographs.
- Remove watermarks, if applicable.
- Use the photographs in a manner that changes the artistic integrity or context of the original work.

EXCLUSIVE RIGHTS & MODIFICATIONS

To obtain the right to edit, crop, or tamper with the photographs, the client must purchase exclusive rights to the images. Exclusive rights transfer ownership of the photographs and allow the client to make modifications, subject to additional terms outlined in a separate agreement.

PROHIBITED USE

Any unauthorized editing, cropping, or tampering with the photographs without purchasing exclusive rights is strictly prohibited and constitutes a violation of copyright law. Such actions may result in legal action and financial penalties.

PHOTOGRAPHER'S USE OF IMAGES

The Photographer reserves the right to use images for portfolio purposes, promotional content, competitions, and exhibitions.

If opting out of image use, the client may be subject to an additional fee for exclusive rights, which will be discussed and agreed upon prior to the session.

CLIENT RESPONSIBILITIES

Clients are responsible for providing accurate session details, including location and special requirements unless otherwise discussed.

Necessary permissions, such as property releases or permits, must be secured by the client.

The Photographer is not responsible for issues arising from a lack of required permissions.

The client is responsible for providing quitclaims if applicable.

DELIVERY OF IMAGES

Edited images will be delivered via an agreed-upon timeline. Typically event timelines are 3 working days (not weekends).

A next day preview can be sent with 10 images for an additional \$50.

Images will be delivered via an online gallery that will be online for 3 months. After this, it is the responsibility of the client to safekeep all images.

LIMITATIONS OF LIABILITY

While every effort is made to deliver high-quality images, the Photographer is not liable for circumstances beyond their control, such as equipment failure or unforeseen events.

The Photographer is not liable for disruptions due to weather conditions, acts of God, or other force majeure events.

PRIVACY & DATA PROTECTION

Client information is not shared with third parties without consent, except as required by law.

SOCIAL MEDIA & IMAGE CREDIT

Clients are required to tag @calder_green or Calder Green Photography in any social media posts that feature images taken by the Photographer.

All images produced by the Photographer are licensed under copyright. If an image is to be used for any commercial purposes or without the appropriate credit, a buyout of the image must be made. The buyout fee will be determined based on the scope, duration, and intended use of the image. Fees start at \$150 and vary according to publication and presses.

CONFIRMATION CLAUSE

By booking photography services with Calder Green, clients confirm that they have read, understood, and agree to these terms and conditions in full.

CONTACT INFORMATION:

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