



81 Riverwood Close SE, Calgary, AB, T2C3Z5
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(phone) 403-615-3708

Riverwood Photography Terms and Conditions

AGREEMENT - This agreement between the undersigned photographer (hereafter "Photographer") and the undersigned client, (hereafter "Client") governs the assignment described in the accompanying cost estimate, and along with these Terms & Conditions, constitutes the entire agreement between the parties concerning that assignment.

ESTIMATES/BIDS - The fees quoted by the Photographer are for the original job description as presented by the Client. Any subsequent changes, whether made orally or in writing, may result in additional charges. The accompanying quote is a good faith estimate of the time and expenses the Photographer anticipates. The Client understands and agrees that the Photographer will bill for actual time and expenses incurred, which may be greater than that which was quoted. As an alternative, the client may request a price quote in the form of a bid, where the price will remain the same as long as the parameters of the job remain the same.

PAYMENT - Client shall make payment within 30 days of invoice. Late payments will be billed a \$20.00/month handling fee. When the estimate expenses exceed \$1000.00, the client will pay them in advance of the shoot. Please make checks payable to SEAN PHILLIPS DBA RIVERWOOD PHOTOGRAPHY

COPYRIGHT - Grant of any reproduction rights to the Client is conditioned upon receipt of payment in full. All rights not expressly granted shall be reserved by the Photographer.

ADDITIONAL USAGE - If Client wishes to make any additional uses of the photographs not covered in the initial agreement, Client shall obtain permission from the Photographer and pay an additional fee to be agreed upon.

CANCELLATIONS, POSTPONEMENTS - In the event of a cancellation or postponement of a shoot by the Client or subject, Client shall pay all expenses incurred by the Photographer up to the time of cancellation, plus a fee to be agreed upon. If a shoot is cancelled within 24 hours of departure for the shoot, Client shall also pay 50% of the anticipated photographic fee and 100% of the anticipated fees of any subcontractors booked for the job.

CLIENT REPRESENTATION - The Client is responsible for the presence of an authorized representative at the shoot to approve the Photographer's interpretation of the assignment. If a Client representative is not present, the Photographer's interpretation shall be deemed acceptable.

INDEMNIFICATION - Client hereby indemnifies and holds the Photographer harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Client's use of Photographer's work. The Photographer similarly indemnifies and holds Client harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Photographer's negligence.

TURN AROUND TIME - Normal schedule for web photo gallery or processed files is 4-7 days following the photography session for portrait and commercial work, and 10-14 days following wedding photography sessions. There will be a 50% additional charge for guaranteed 24 hour service, and a 100% additional charge for guaranteed same day service. Client requested retouching time is in addition.

RETOUCHING - All final processed images (including prints and digital files) include basic clean-up (spotting, simple blemishes removed) in the digital handling fee. Any additional retouching requested by the Client will be billed at \$125.00 per hour.

TEAR SHEETS - Client will provide Photographer with two entire copies of (or a single PDF of) any publication his photos appear in (except in the case of Publicity Use) upon publication.

EXPIRATION - Estimates are valid for 30 days unless signed by both parties.

CLIENT NAME(s), (print)

SESSION DATE, TIME

SESSION LOCATION

SESSION TYPE

CLIENT SIGNATURE, DATE

PHOTOGRAPHER SIGNATURE, DATE