



## Stories by Ash Photography // Service Agreement

October, 2017

- 1. Photographer's Responsibilities.** Ashley Oostdyck ("Photographer") agrees to perform photographic services for the couple ("Client") at the awesome wedding ("Event") in a professional manner ("Services"). Photographer may employ one or more assistants if deemed necessary by the Photographer. Photographer will make every effort to obtain, but cannot guarantee delivery of, any images because of Photographer's lack of control over the Event, its participants, weather, and any rules or restrictions of the venue or official conducting the Event. Photographer is not responsible for the impact on the final product of any interference caused by guests or other vendors at the Event.
- 2. Working conditions.** If Photographer is exposed to (i) unsafe conditions, or (ii) objectionable or illegal acts at the Event, Photographer reserves the right to leave the Event. In such event, Photographer shall not be obligated to refund any of the fees paid by Client because of such action.
- 3. Exclusivity.** Photographer understands she is the exclusive official photographer with professional still photography at the Event. Simultaneous coverage of the Event by another photographer with professional still photography equipment for professional purposes is not allowed.
- 4. Copyright.** All photographs taken at the Event, in any form, are copyright protected and belong to the Client for domestic use, and belong to the Photographer for commercial and artistic use as per Australian Copyright Law (subject to full payment of fees and execution of this agreement). This gives the Client full print rights for supplied images, meaning the Client may print photographs as required, indefinitely. Client may also share digital images through personal social media and to friends and family with a clear credit to Photographer as the creator (name and website link). Photographer retains commercial copyright and use of the images for self promotion, including but not limited to: website, social media, advertising, print publication. Client agrees not to sell images or publish through any commercial media without written permission from Photographer. Client agrees not to use images in any way other than for personal and domestic use (as per Australian Copyright Law).
- 5. Model Release.** Client agrees that Photographer may use images of Client from any portion of the Event for display, publication, or other promotional uses without payment of additional compensation to Client or Client's agents. Unless guest privacy is requested Client's guests at the Event shall be deemed to have consented to the use of their image, or likeness by Client or Photographer for the duration of the Event, and Client shall indemnify and defend Photographer from and against any claims that any of Client's guests may assert against Photographer arising from, or related to, the use of any image, or likeness of Client's guests by Photographer.
- 6. Publication.** Client understands that Photographer will use images from the event for self promotion to gain further work. This includes but is not limited to Photographer's website, social media, online publications of industry association, advertising and printed industry magazines. Client may request that images are withheld and kept private, and must do so prior to execution of this agreement.
- 7. Event Changes.** Photographer must be notified of any changes in schedule or location, immediately and in advance of the scheduled Event date. If Client notifies Photographer by phone, a written (i.e. email) confirmation must be sent within 7 days of such notification. If the date of the Event changes and the Photographer is not available on the revised date, then Photographer shall retain deposit. If the date of the Event changes and the Photographer is available for the revised date, then the change shall be agreed to by all parties in writing.



## Stories by Ash Photography // Service Agreement

October, 2017

**8. Cancellation.** Upon acceptance of these terms and payment of the deposit, Photographer shall commit to attending the Event on the specified date, and shall make no other reservations for that date. If Client cancels the Event entirely, then Photographer shall make commercially reasonable attempts to rebook that date, and if date is not booked Photographer will retain 50% deposit paid by Client at time of booking.

**8.a. Photographer attendance.** In the case of the Photographer being unable to attend Event due to circumstances outside of her control, such as but not limited to: weather, natural events or disasters, theft, injury, sickness, human error, transport failure and any additional unexpected event, Photographer will do her best to find a suitable replacement photographer of equal experience if possible. If replacement photographer is not possible, all fees will be refunded to the client in full.

**9. Waiver.** Client understands that the Photographer is a Journalistic style photographer and will do her best to capture the Event as it happens. As such, no shot may be guaranteed. Photographer is not responsible for events out of their control which may impact on the capture of photos or retention of photos. This includes but is not limited to: weather, natural events or disasters, theft, injury, sickness, guest interference, human error.

**10. Use of digital devices by guests.** The Client understands that guests may use digital devices such as compact cameras, Digital SLR cameras, phones and tablets during ceremonies and key events to take photos, and that this will impact on the final product through obstruction of Photographer, flash interference, obscured faces, obscured key moments and prominent devices in images. The Client understands the Photographer recommends that guests are requested in writing and by ceremony officiant not to take photos during a ceremony, and if devices are allowed Photographer is not responsible for the outcome of the final product.

**11. Indemnification.** Client hereby acknowledges that Photographer may be limited by the guidelines or rules of the official performing the ceremony or the venue, and to hold Photographer harmless for the impact such restrictions may have on the final product.

**12. Group photos.** Client understands that group photos of family and friends may be taken on request, and will impact on their one-on-one time with Photographer. For family group shots the Client will provide Photographer with a list of shot requests and accompanying list of names for each group prior to Event.

**13. Liability.** Photographer's entire liability for any claim, loss, damage, or injury arising under or relating to this agreement is limited to the fees paid by client for the services. In no event shall photographer be liable for special, incidental, consequential, or punitive damages. The Photographer will not be held responsible in the event of any injury to the Client or guests during photography. The Client understands that they are responsible for their personal safety and the personal safety of those around them, and agrees to take reasonable care in any photographed situation.

**13a.** The Photographer will not be liable in the event that photographic materials or digital files are damaged in processing (film and digital), lost through camera malfunction, lost in the mail, fire or otherwise lost or damaged without fault on the part of the Photographer. The Couple understands the unpredictable and non-posed nature of photojournalism and waives any right to any civil action due to missed or lost photographs.



## Stories by Ash Photography // Service Agreement

October, 2017

**14. Event Meals.** Client shall arrange with the caterer for meals to be provided to Photographer (and assistant if required). Photographer will take a meal break at a reasonable time during the Event (e.g. when bride and groom are eating).

**15. Deliverables.** The Client understands Photographer cannot guarantee, either expressed or implied, the quality of any Image. The Client understands images are subjective and in addition, may be influenced by many factors beyond the control of the Photographer, especially during live or un-staged events such as weddings. It is also understood that Client is hiring Photographer for her artistic expertise and, therefore, the Photographer reserves the right to edit the Images as she sees fit. The Photographer does not guarantee that everyone involved in the event will be photographed or will be included in the final Images. The Photographer does not guarantee posed images or shot lists. Photographer will do her best to capture group photos as requested and the Client understand these are subject to cooperation of guests involved.

**15.a. Image Delivery.** A presentation of a selection of images chosen by the Photographer will be presented via online password protected gallery in approx 6 weeks following the Event (production schedule pending). Client may share this gallery with friends and family as they wish. The complete image collection shall be delivered approx 12 weeks from the date of event (production schedule pending). Delivery of high resolution images will be via downloadable online gallery, which will be available for 6 months from delivery. In addition, a package containing a USB device holding full resolution copies of final images will be delivered via post to the mailing address below. Photographer will do her best to adhere to these delivery timelines, however The Client understands certain events may impact on timely delivery (such as, but not limited to: Travel, illness and peak seasons). The Client understands once delivered, the Photographer is not responsible for any files or data. The Client understands they are responsible for safely archiving their photos, and that the Photographer is not responsible for retaining a copy.

**15.b. Album.** If an album has been purchased by Client as part of this service agreement, Photographer will deliver a draft layout to client for approval, after delivery of final images. Client may make 2 rounds of changes to the layout and composition of the album. Additional rounds of changes will be billed at \$150 per hour. Prior to print production, Photographer will seek final approval from client. Final written approval by Client means album will be printed, and no further changes can be made. Photographer will take every care to package Album for safe delivery, and is not responsible for damage or actions by post or courier services. Once an album is received, the Client understands the Photographer is not responsible for condition of the album, and that albums should be handled with care.

**16. Protection of Deliverables/Retention of Files.** Photographer shall take all reasonable steps to protect the images that are recorded at the Event until such time as the photographs are delivered to Client. Once the photographs have been delivered, Photographer shall have no further obligation to preserve the images of the Event, regardless of the form of media in which they are stored.

**17. Deposit Payment.** A non-refundable deposit (that shall be applied toward the total fee for Services) of 50% of selected package or coverage option is due upon execution of this agreement, at which time Photographer commits to being available to Client on agreed date (subject to non-payment, reasonable emergencies and unexpected events).



## **Stories by Ash Photography // Service Agreement**

*October, 2017*

**18. Final Payment.** The balance due for the Services shall be made no less than 30 days prior to the Event date. In the event that Client fails to remit payment as specified, Photographer shall have the right to immediately terminate this Agreement with no further obligation to refund money (including the aforementioned deposit), or to attend the Event.

**19. Expenses.** For events outside a radius of 2 hours travel by car from Brisbane CBD, expenses will be incurred and charged in addition to package/coverage. Expenses include transport and accommodation where required. Photographer is responsible for estimating these costs and presenting them to Client for approval prior to execution of this agreement.

**20. Miscellaneous.** This Agreement represents the complete and entire agreement of the parties with respect to the subject matter herein. Any amendments to this Agreement shall only be effective if made in writing that is acknowledged by both parties.