



DEFINITIONS

This agreement between the undersigned photographer, Julie Veinot, (hereafter “Photographer”) and the undersigned client, (hereafter “Client”) constitutes the entire agreement between the parties concerning the contracted assignment. “Image(s)” means the photographic material, whether still or moving, created by Photographer pursuant to this Agreement and includes, but is not limited to prints or digital files that were captured, recorded, stored, or delivered.

RETAINER

No photo session will be considered confirmed until the non-refundable retainer is paid and this contract signed, or the shoot is paid in full and this contract signed. The retainer will not be refunded unless the Photographer is unable to fulfill her role. In this case, the retainer will be refunded in full by e-transfer or cash. If the Client cancels the session without notice (which is at least 24 hours for basic sessions or seven days before an event) or does not show up within 15 minutes of the scheduled appointment time, the retainer will be kept to cover costs associated with administration up to that point. If the Client wishes to book another session, they will have to pay another retainer.

Regular sessions have a retainer of \$100. Events and weddings have a retainer of \$250. Any balance paid past the retainer will be fully refunded by e-transfer or cash by the Photographer should either Client or Photographer cancel the session.

If the Client gives enough notice of the cancellation (which is at least 24 hours for basic sessions or seven (7) days before an event), the retainer may be transferable to one more booking if the Photographer is available. This would include cancellations by the Client due to illness or extreme weather.

PAYMENT

Images will not be released until full payment is received. If payment is not made within thirty (30) days of the photo shoot, there can be no guarantee the photographs will be archived beyond that time. Payments can be made by cash, debit, credit card, e-transfers to julieannveinot@pm.me. They can also be made through the online booking system.

USAGE RIGHTS AND OWNERSHIP

The term of license begins from the date Photographer receives full payment of invoice. Client acknowledges that Photographer is the Author of the Image(s) and also the first and sole owner of all copyrights of the Image(s). The Image(s) and all copyrights remain the exclusive property of the Photographer without limitation. All usage rights to the Image(s) specifically granted by Photographer to Client includes printing for personal use and sharing on social media with credit given to the Photographer when reasonable. Entering contests or competitions, or using images commercially, is prohibited. **Unless otherwise agreed, Photographer retains the right to use the Image(s) for self-promotion. Please alert the Photographer if there is a safety issue with the sharing of photos, especially of children.**

DELIVERABLES

The Photographer shall provide the Client with an online gallery for a minimum of sixty (60) days. The gallery will contain large sized files for printing and for sharing on social media with full credit to the Photographer whenever practical. **The Photographer will not share RAW files with the Client.** Given the uniqueness of each photo session, the Photographer cannot guarantee a certain number of images per session or package.

The online gallery will include high quality files that must be printed with a reputable photographic printing service in order to get optimal quality prints. Screenshots, social media downloads, or anything printed with a cheap or low quality printer is not recommended and not guaranteed. The Photographer recommends printing directly from the gallery and using her professional printer, or downloading the full size files for printing with a business that specializes in photographic printing.

The Photographer will strive to deliver edited images in a reasonable time frame. This may be approximately up to four (4) weeks for a regular or extended session, or three (3) months for a complete wedding and reception. If there is any exception due to catastrophic illness or injury, the Photographer will be in touch to arrange an appropriate solution (for example, outsourcing the editing). If you need a rush on the edits, this is available for an extra fee depending on the circumstances. Otherwise, photos are edited in the order in which they were shot.

ARCHIVING DIGITAL FILES

The Client must download all pictures from their gallery within sixty (60) days, as there is no guarantee the gallery will be active after these two (2) months. After two (2) months, if the Photographer has to re-upload the gallery, there may be a fee of \$100. The Client should be aware that media for storing digital data are inherently unstable. The Photographer recommends the Client save Image(s) to a minimum of two (2) cloud services or devices, like a portable hard drive.

CREATIVE LICENSE

Images may be edited at the Photographer's discretion and delivered images may not include all images shot. **The Photographer reserves the creative right to edit and release only those deemed professional in quality and within the Photographer's artistic standards, which can be viewed prior to the shoot at julieveinot.com.**

Photographs may be edited for consistency, exposure, sharpness, and other details as per the Photographer's style. However, extensive editing and touch ups of photographs are not done to preserve the authenticity of the Images. Any extensive edits may be considered for an additional fee. The Photographer is not responsible for any dissatisfaction with one's appearance, including body image.

PHOTOGRAPHIC INTEGRITY AND ALTERATIONS

The Client will not make or permit any alterations, including, but not limited to, additions, subtractions, filters, or adaptations, with respect of the Image(s), alone or with any other material, without the prior express permission of Photographer. This includes social media filters or artificial intelligence (AI) manipulations. The exception is cropping that is practical for sharing on social media.

GENERAL LIABILITY AND RELEASES

The Photographer will take all reasonable care in the production of the Image(s) and the performance of this agreement. But the Photographer will not be liable for any loss, damages, or costs, suffered by Client, or by any third party, arising from Client's use of any Image(s).

FAILURE TO PERFORM

If the Photographer is unable to supply her photographic services due to illness, mechanical breakdown, accident, acts of God, or any other cause beyond her control, the Photographer will return any fees paid by Client and will have no further liability with respect to this Agreement, and Photographer will not be responsible or liable for any other damages beyond the amount of this Agreement. The Photographer cannot be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or complications caused by but not limited to, anyone in or at the session, church, or location, including the behaviour of children or other subjects.

SAFETY

The Photographer will not tolerate any kind of unacceptable behaviour including abuse, harassment, or sexually inappropriate situations from subjects or attendees of any session or event. This includes any bigotry such as racism, homophobia, or transphobia. The Photographer may set verbal boundaries once in the spirit of education, but will not accept any ongoing or persistent hatred. The Photographer is allowed to end the session at her discretion if at any point she, or any second shooters or assistants, feel(s) unsafe. There will be no refund of fees if the photographer has to cancel or end a session early due to unacceptable behaviour.

INSURANCE

The Photographer carries insurance to protect herself and Clients.

EQUIPMENT OR STUDIO DAMAGE

The Client is responsible for any equipment or studio damage caused by their own negligence or by the behaviour of any minors in their care. This would include situations such as children throwing any equipment that is then broken, for example. It also would include studio or set decorations. The Client will be billed for repairs or replacement.

REST AND BREAKS

The Photographer is eligible for occasional breaks during events and wedding sessions, including the use of facilities and to eat. Water breaks may occur more frequently in hot, humid weather. Please let the Photographer know if food is provided during an event or wedding. Otherwise, the Photographer and any assistants or second shooters will take a meal break while guests are eating.

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE RECEIVED, READ, AND UNDERSTAND THIS AGREEMENT’S CONTENTS.

CLIENT

DATE

PHOTOGRAPHER

DATE