



LETTER OF AGREEMENT

This agreement is made between **DreamWorld Photography** (hereinafter referred to as "PHOTOGRAPHER") and _____ (hereinafter referred to as "CLIENT").

1. Scope of Work

This agreement is for services related to the **NEWBORN MINI SESSION** photography session (hereinafter referred to as "SESSION") to take place at the following time and place.

PHOTOGRAPHER will arrive at CLIENT'S home for the SESSION at _____ (time)
on _____ (date) at _____ (address).

PHOTOGRAPHER agrees to provide one 8 x 10 matted print and five (5) digital images with a print release. You will also receive an e-mail with a link to a password protected online viewing gallery of at least 10 images from which you can choose to order professionally printed images or products. PHOTOGRAPHER will perform professional digital image editing services on these photos where artistically necessary.

This Mini Session is for one hour. We will begin with swaddled shots and move on from there as time allows.

2. Fees

In consideration for the photography services provided by PHOTOGRAPHER, CLIENT agrees to pay the sum of **\$125.00**. A non-refundable retainer fee of **\$50.00** is required at the time of booking to hold and reserve your date. Balance due at the time of the session. Payment may be made via Square or money order. **Money orders should be made payable to: Patricia N. Wilson.**

Should you have to cancel, it is transferable to another date within the two weeks of your baby's birth, if schedule allows.

3. Work Product

At the time of your session, we will set a date for a face-to-face reveal and ordering appointment. We will review your unedited images in order for you to choose your 5 favorites for editing and retouching. We will review all images with you and show you additional product options, discuss editing and retouching as well as assist you with your order. We do not provide online ordering at this time.

4. Indemnification

4.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the SESSION.

4.2 - In the unlikely event that the PHOTOGRAPHER cannot perform their duties at the scheduled time due to an Act of God, injury, becomes too ill or other cause beyond their control to photograph the event, *DreamWorld Photography* maintains the right to reschedule session and/or will make every effort to secure a replacement

photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. However, PHOTOGRAPHER will try to reschedule to their best of their ability within two weeks of the newborn's birth.

4.3 - CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.

4.4 - CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos from this shoot 60 (sixty) days after the images have been made available to CLIENT.

4.5 – CLIENT agrees to hold PHOTOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with PHOTOGRAPHER.

4.6 – PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

4.7 – DIGITAL IMAGES – The digital images you receive may not be used by any other photographer for the purpose of album creation or creating any other type of photographic product.

5. Preparation

5.1 - In order to have the newborn at their sleepest stage, it is highly recommended and preferred to not feed the baby a full feeding for two hours prior to the scheduled session time and shall try their best to keep the baby awake for one or more hours before the session. The baby should be fed within a half-hour of the scheduled time of the session. The baby must be dressed in a loosely attached diaper and loose swaddle blanket so as not to disturb your sleeping baby. The CLIENT shall have at least two bottles ready for feeding or supplies for nursing. If a pacifier or soother is required, the CLIENT shall supply those items.

5.2 – In order to ensure safety for your baby, at least one parent must remain in the room during the photo shoot at all times. Since PHOTOGRAPHER does not use an assistant, the parent will be used as a spotter and possibly to assist in holding/positioning their baby. This way, you also are involved in the experience and process.

5.3 - The CLIENT shall maintain control of other subjects including siblings. It is the responsibility of the CLIENT to ensure the cooperation of additional subjects as not to intrude on the baby's immediate area. The CLIENT shall provide all necessary controls over additional subjects by having someone there that can take care of older siblings. It is imperative that I have a quiet, peaceful environment for the session.

6. Exclusive Photographer

CLIENT agrees and understands that no other party other than PHOTOGRAPHER may take pictures of any poses, lighting situations, or setups made by the PHOTOGRAPHER. This slows down the PHOTOGRAPHER'S work and violates the PHOTOGRAPHER'S right to take pictures of the session hired to photograph. CLIENT agrees to take responsibility for insisting that no person(s) get in the way of the PHOTOGRAPHER or take pictures in these situations.

Cameras, including cell phone cameras, and/or recording devices are **strictly forbidden** during our session.

7. Model Release

CLIENT grants permission to PHOTOGRAPHER and its assigns, licensees, and sublicensees, permission to use CLIENT'S NEWBORN'S image or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, PHOTOGRAPHER may use CLIENT'S NEWBORN'S likeness and image on PHOTOGRAPHER'S website or other advertising.

8. Assignability and Parties of Interest:

CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific photographer. PHOTOGRAPHER may sub-contract or assign this contract to any second-shooter, PHOTOGRAPHER may assign any photographers associated with the PHOTOGRAPHY COMPANY to perform its duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.

CLIENT

DREAMWORLD PHOTOGRAPHY

Signed _____

Signed _____

Patricia N. Wilson, Owner

Date _____

Date _____