



Birth Photography Contract - Client

Birth photography includes:

- On-call time from 37 weeks until birth of baby
- Photography during active labor until 2 hours postpartum
- Editing of images, chosen by photographer – both black and white and color
- High resolution and web resolution files {watermarked}
- Online gallery {available for 3 months to digitally download your files}
- 8x8 print little black book
- 24 printed images of your birth, chosen by the photographer

1. This agreement is between Stages Doula and Birth Photography (the “contractor”) and _____ (the “client”).

Upon signing this contract, a retainer of \$_____ is due to the contractor. At that time, a primary photographer will be agreed upon and assigned. This retainer is non-refundable due to the photographer’s inability to take on additional clients during client’s birth month. Upon receiving payment, photographer will reserve client’s birth on her calendar. The remaining balance of \$_____ is due at 37 weeks gestation (or when photographer goes on call for client). If remaining balance is not paid by 37 weeks, the photographer’s obligation to attend the birth is nullified until payment is received.

Client Initial Here _____

2. Due to the unpredictable nature of birth, photographer works with back-up birth photographers. In the event photographer cannot attend client’s birth for any reason, or if she needs to leave after 12 hours of coverage, a back-up photographer may be sent to client’s birth. In the event a back-up photographer is not able to attend, client will receive a refund of payment made, minus retainer.

Photographer works with _____ as the primary back-up photographer.

3. Client is responsible to keep in contact with photographer in the weeks leading up to client’s birth. Keep photographer updated with appointments and if there are any significant changes in the birth plan.

- In early labor: notify photographer via call or text, so that she can prepare accordingly. If photographer doesn’t respond to text, please call.

· In active labor: notify photographer once active labor has been established, communication is key, and photographer relies on you to communicate clearly when to arrive at your chosen birth location. **Photographer needs 1.5 hours from active labor notification to arrive at client's birth.**

4. If client has a **precipitous birth** and is unable to call photographer with enough notice, this contract is still valid and photographer will come to place of birth as soon as reasonably possible after notification in order to document the moments after delivery. Precipitous births are not the fault of client or photographer. Photographer will document client's birth story – in this case – a fast and unpredictable birth is client's story, and no monies will be returned. Photographer will deliver the same amount of images as agreed upon in this contract.

Client Initial Here _____

5. Neither photographer nor contractor is **liable** for any dissatisfaction of the final product as long as it represents photographer's style and work in photographer's portfolio. Client is responsible for viewing photographer's portfolio. Upon signing this contract, client agrees that photographer's style and quality of photographs is acceptable. Photographer cannot guarantee print quality unless images are printed through contractor's professional lab. Photographer is not liable for outside lab dissatisfaction.

6. The contractor holds copyright for all images taken during the birth session. Any attempt to claim the photos as client's own will result in lawful action. Any attempt to reproduce photos which you do not have a printing rights agreement for will result in a breach of contract. Photos and prints are for personal use only. The contractor obtains the irrevocable right to utilize photos from your birth session for advertising or commercial purposes. This includes the posting of certain images on advertising materials that include the contractor's website, Facebook page, social media, and printed media in accordance to model release.

7. It is the client's responsibility to ensure place of birth (hospital, or home birth midwife) is aware of the birth photographer and doesn't have guidelines against birth photography. The birth photographer is not responsible for any missed shots due to medical staff. If the client has a c-section or is an emergency situation, it is client's responsibility to discuss photographer's presence in the operating room (OR). If photographer is not allowed in the OR, contract is still fully enforceable. Photographer will document client's story from the vantage point that she's allowed access to by hospital staff.

8. Photographer is serving as sole photographer. Client's family and friends can also take photos, but photographer is not responsible for missed shots due to interference.

9. If photographer is unable to attend birth due to extreme weather conditions (blizzard conditions, hurricanes, tornadoes, flooding, or an act of God, the photographer and

client shall schedule a replacement session. The photographer will have no further liability.

10. If photographer is unable to perform due to sickness, emergency, or causes beyond photographer's control, the photographer and client shall attempt to schedule a replacement session (fresh 48, newborn session, etc.). If an agreement cannot be reached by photographer and client, the contractor agrees to return payments made (minus the retainer). The photographer will have no further liability. If the photographer is not able to deliver the agreed upon images due to a technical malfunction of her photography equipment, the contractor's liability is limited to the price of a birth session.

11. The contractor holds all artistic rights to images captured during a birth session. Photographer will decide how she wants to edit each photograph. Client agrees to not alter images in any way (this includes filters used on social media). Client agrees to not crop images. If client desires additional editing on any file, the contractor reserves the right to charge \$25 per file.

12. The client agrees to indemnify, defend and hold harmless the contractor and photographer against any and all damages, liabilities, and costs (including attorney fees) asserted against or suffered by the contractor and/or photographer relating to any breach by the client of any term of this agreement. The contractor and/or photographer shall also have the right to seek an injunction to prevent any violation of this agreement.

13. Photographer will not tolerate any emotional, physical or verbal abuse. If an abusive situation arises at the reasonable discretion of photographer, then photographer can leave and the retainer and any balance will be kept.

Package Chosen: _____

Retainer due at time of booking: \$_____ (+)

Any additional payment made: \$_____ (=)

Payment due in full at 37 weeks: \$_____

Signature of Client: _____ Date: _____

Client Address: _____

Stages Doula and Birth Photography

Signature: _____ Date: _____

Candice Tizzard