



### **BIRTH PHOTOGRAPHY AGREEMENT**

Client Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

Estimated Due Date (EDD) \_\_\_\_\_ Birth Location \_\_\_\_\_

Partner's Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Others planning to attend the birth (Names and Relationship) -

\_\_\_\_\_  
\_\_\_\_\_

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**ENTIRE AGREEMENT:** This agreement has been freely negotiated and contains the entire understanding between Noleen Thurman Birth Photography and the client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing and signed by all parties. If the parties want to waive one provision of this agreement, which does not mean that any other provision is also waived. Likewise, if any provision of this agreement is held to be invalid or unenforceable under law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

**RESERVATION:** The full photography package is \$500 and a 50% retainer fee is required to reserve your place, two weeks before and after your EDD. The final payment is due by 36 weeks in order for me to be considered on call for your birth unless prior arrangements have been agreed upon in advance.

**CANCELLATION:** No refund is given for services cancelled within 60 days of the client's EDD. Services cancelled prior to 60 days receive a refund of 75%. Exceptions can be made for special circumstances at the discretion of Noleen Thurman Birth Photography.

**Pre-Birth Consultation:** Both parties agree to a pre-birth consultation during the third trimester in order to discuss the birth and the clients request list for specific photographs and preferences.

**Exclusivity:** Noleen Thurman Birth Photography shall be the only hired photographer for the birth. Family members and friends are permitted to take photos. Noleen Thurman Birth Photography is not responsible for images missed due to family, friend, or provider interference.

**COVERAGE:** Coverage begins at active labor and continues up to two hours after the birth. The photographer is on call 24/7 during the on-call window surrounding the client’s EDD. The client is responsible for contacting Noleen Thurman Birth Photography during early stages of labor and staying in contact for when active labor begins. Every reasonable effort will be made to take requested photographs, but no specific pose or photograph can be guaranteed. Noleen Thurman Birth Photography has exclusive editing rights to the RAW images captured at the birth; any image that is substandard or duplicated may be edited out. The photographer will use her professional judgment and sole discretion to select which photographs will be delivered to the client.

**HOSPITAL GUIDELINES:** The photographer is limited by the guidelines of the hospital policies. The client agrees to accept the technical results of their imposition on the photographer. Negotiation with the staff for moderation of guidelines is the responsibility of the client.

**LIMIT OF LIABILITY:** In the unlikely event that the photographer is injured or becomes too ill to photograph the birth, Noleen Thurman Birth Photography has qualified professional back-ups to replace herself. If the situation should occur that a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the birth photography package. Noleen Thurman Birth Photography takes utmost care and respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Noleen Thurman Birth Photography’s control, then liability is limited to the return of all payments received for the birth photography package. The limit of liability for partial loss of originals shall be a prorated amount of the images lost based on the percentage of the total number of originals.

**COPYRIGHTS:** The photographs captured by Noleen Thurman Birth Photography are protected by Federal Copyright Law, all rights reserved, and may not be reproduced in any manner without Noleen Thurman Birth Photography’s explicitly written consent. Upon purchase of the digital images by the client, limited copyright ownership of the resulting images will be transferred to the client under the following conditions: the digital images or prints are the property of the client for personal use and for the purpose of the reproduction and giving photographs to friends and relatives and not to be used by the client for profit.

**DIGITAL FILES:** Upon receipt of the USB or shared digital files, the client accepts all responsibility for archiving and protecting the photographs. Noleen Thurman Birth Photography does not permanently archive image files. Noleen Thurman Birth Photography is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is the client’s sole responsibility to make sure that all digital images are backed up and copied to new media as required.

**MODEL RELEASE:** The client hereby grants to Noleen Thurman Birth Photography and its legal representatives and assigns the irrevocable and unrestricted right to use and publish photographs of the client or in which the client may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. Stated photographs would be approved in advance by the client. The client hereby releases Noleen Thurman Birth Photography and its legal representatives and assigned from all claims and liability relating to the stated photographs.

Completion Schedule: Digital processing of all image takes approximately 2-3 weeks, but you can expect to receive a few select images chosen by Noleen Thurman Birth Photography 24-48 hours following the birth.

I have read and understand the terms above and I hereby agree to the terms of this agreement.

Date Signed \_\_\_\_\_

Client’s Name \_\_\_\_\_ Client’s Signature \_\_\_\_\_

Partner’s Name \_\_\_\_\_ Partner’s Signature \_\_\_\_\_