

AGREEMENT OVERVIEW: This Agreement expresses the full and complete agreement between the CLIENTS (Hereafter referred to as CLIENTS) and LAURA K PHOTOGRAPHY (Hereafter referred to as LAURA K PHOTOGRAPHY) regarding the subject matter hereof. It supersedes all prior agreements. The only way to add or change this agreement is to do so in writing, signed by all parties.

COOPERATION: Unless otherwise noted, LAURA K PHOTOGRAPHY, it's associates, or employees will be the exclusive photographer(s) at this portrait photography shoot. The CLIENTS agree that good faith cooperation and communication between them is important in obtaining a good result. CLIENTS must also notify LAURA K PHOTOGRAPHY and photographer(s) in writing if they wish to have anything photographed in a particular way. LAURA K PHOTOGRAPHY or the photographer(s) will not be held accountable for not photographing desired portraits, if there is no one to assist in identifying these particular details and photographs on the day. LAURA K PHOTOGRAPHY is not responsible if key individuals fail to appear or cooperate during photography, or for missed images due to details not revealed to LAURA K PHOTOGRAPHY or beyond the photographer(s) control.

HOUSE RULES: CLIENTS agree and understand that the photographer(s) are limited by the guidelines of the location site/venue management/government rules and CLIENTS agree to accept the results that may occur from said guidelines. Negotiation with the officials/management for moderation of guidelines is solely the CLIENTS responsibility. If CLIENT appears under the influence of alcohol or drugs during the shoot, LAURA K PHOTOGRAPHY has the right to cancel the shoot immediately due to liability and health concerns arising.

CLIENTS agree and understand that sessions at LAURA K PHOTOGRAPHY'S studio are at the personal residence of the photographer. The studio address will be provided to the CLIENT once a booking is confirmed. Confirmation is ONLY after a minimum 50% non-refundable retainer and the booking form are received by LAURA K PHOTOGRAPHY. CLIENTS are expected to keep the address confidential. LAURA K PHOTOGRAPHY'S studio is strictly appointment only. The CLIENT agrees to only visit the studio when an appointment between themselves and LAURA K PHOTOGRAPHY has been made and confirmed.

During all sessions or appointments at the studio, the CLIENT is responsible for the behaviour of all children within their care. Damages caused by CLIENT or children in their care during the session or appointment shall be the responsibility of the CLIENT. Children visiting the studio must always be supervised and are allowed in the studio area only. The bathroom may be used when required.

IMAGES and COPYRIGHTS: Photographs/images produced by LAURA K PHOTOGRAPHY are protected by Copyright Law (all rights reserved). The CLIENT agrees upon booking that copyright of any images captured during the session/event is owned by LAURA K PHOTOGRAPHY. LAURA K PHOTOGRAPHY shall grant personal rights use and print release to the CLIENT for any images paid for within the CLIENTS chosen package. Upon final payment by CLIENTS, CLIENTS can display resulting images for personal use. Said images may not be altered or reproduced in any manner without prior written permission of LAURA K PHOTOGRAPHY. CLIENTS shall not alter images with any editing, cropping, filters or by any other means. This includes the use of filters and special effects found in social media apps or by any other app.

CLIENTS will receive digital files as per the inclusions paid for with printing rights. When publishing the photos socially, LAURA K PHOTOGRAPHY appreciates being noted as the photographer. CLIENTS do NOT have permission to use or provide images for commercial or third-party use. The CLIENTS must obtain written permission from LAURA K PHOTOGRAPHY prior to the CLIENTS, their associates, friends or relatives using the photographs commercially or selling the photographs.

LAURA K PHOTOGRAPHY does not provide any unedited images to CLIENTS as it does not represent the quality LAURA K PHOTOGRAPHY strives for. LAURA K PHOTOGRAPHY takes pride in the edited images, and images will not be delivered if they do not meet LAURA K PHOTOGRAPHY'S quality standards. Whilst LAURA K PHOTOGRAPHY'S editing style is quite complimentary, please note below, what defines LAURA K Photography's "edited" images. LAURA K PHOTOGRAPHY'S edited images include colour correction, colour enhancements, exposure correction, shadow and highlight recovery, lens correction, and a little artistic flare. LAURA K PHOTOGRAPHY'S edited images do not include retouched or photoshopped images. This is a service LAURA K PHOTOGRAPHY can offer at additional cost to the CLIENT. Please note, LAURA K

PHOTOGRAPHY may retouch photos within a collection. This is at LAURA K Photography's own discretion whilst editing, and usually does not extend beyond a handful of images. Eg. LAURA K PHOTOGRAPHY will fix a large pimple or smooth the skin on what she thinks to be "the money shot". For photoshopping/retouching please get in touch with LAURA K PHOTOGRAPHY for her services and/or to outsource a quote.

DEVICE RESTRICTION DURING SESSION. Electronic Devices. Cameras, cell phone cameras, and camcorders are not permitted during sessions.

If the CLIENT wishes to record any vision or take images during the session, permission must be sought from LAURA K PHOTOGRAPHY before doing so. The video or images created may only be used for personal use. Any social sharing of said video or images MUST acknowledge that it is BEHIND THE SCENES at LAURA K PHOTOGRAPHY'S STUDIO and MUST include at least one tag of LAURA K PHOTOGRAPHY'S social media pages. This will be allowed on a restricted basis and may only consume a small-time frame so as not to interfere with the workflow of LAURA K PHOTOGRAPHY.

MODEL RELEASE. The CLIENTS hereby grants to LAURA K PHOTOGRAPHY and successors, heirs, executors, administrators, assigns, attorneys, representatives and agents, the irrevocable and unrestricted right to use and publish photographs of the CLIENTS or in which the CLIENTS may be included, for editorial, trade, advertising or any other purpose and in any manner or medium; to alter the same without restriction; and to copyright the same. The CLIENTS hereby release LAURA K PHOTOGRAPHY and all associates representatives and assigns from any and all claims, actions, demands, suits, liabilities, damages, expenses, and obligations of any kind arising from, or related in any manner to LAURA K PHOTOGRAPHY'S use of said images.

RETAINER & PAYMENT SCHEDULE: A non-refundable 50% retainer is due upon booking of all sessions. This is a NON-REFUNDABLE RETAINER*. Should CLIENT not show up to the scheduled appointment, cancel the appointment or otherwise breach this Agreement, the NON-REFUNDABLE RETAINER shall be liquidated for damages to LAURA K PHOTOGRAPHY. The CLIENT shall also be responsible for payment of any materials/charges incurred up to the time of cancellation. Images including both prints and digital copies are NOT supplied to the CLIENT until full payment has been received by LAURA K PHOTOGRAPHY. Additional products purchased by the CLIENT will NOT be provided until full payment for said products is received by LAURA K PHOTOGRAPHY.

*The non-refundable retainer may be transferred for use within 12 months for a service offered by LAURA K PHOTOGRAPHY. The transferring of the retainer is at the decession of LAURA K PHOTOGRAPHY and may include an administration fee being retained from the amount.

LIMIT OF LIABILITY: In the unlikely event that the photographer(s) are injured, become too ill, or has an emergency that prevents them from photographing the session or event, LAURA K PHOTOGRAPHY will contact the CLIENT as soon as possible, to arrange another suitable date and time. LAURA K PHOTOGRAPHY takes the upmost care with respect to exposure, storage, and processing the photographs/images, but cannot and does not, guarantee that photographs/images of the event will not be lost, stolen, or destroyed for reasons within or beyond LAURA K PHOTOGRAPHY's control. CLIENT agrees that LAURA K PHOTOGRAPHY or the photographer(s) full and complete responsibility and liability is limited to the return of all payments received for the session/event.

COMPLETION SCHEDULE: Images are expected to be edited within 1-4 weeks after the photo shoot date. Finalised images and product delivery is expected within this time frame but may take longer. Prints/canvases/frames and extras will be available anywhere from 2-6 weeks, after they are ordered. These items can be picked up from LAURA K PHOTOGRAPHY's home studio by appointment only. Contact LAURA K PHOTOGRAPHY if you need a mail/shipping quote.

DIGITAL FILES & PRINTING. LAURA K PHOTOGRAPHY uses professional print labs for all printing and product needs. LAURA K PHOTOGRAPHY strongly recommends orders for extra prints and products be purchased through the studio. LAURA K PHOTOGRAPHY shall not be responsible for any issues with print quality arising from the CLIENT obtaining prints or products NOT from LAURA K PHOTOGRAPHY.

The CLIENT receives automatic personal printing rights to the digital files included in the package they have purchased. Digital files are at a reduced quality and suitable for online sharing and small prints. The CLIENT does NOT have print rights to images not purchased. High Resolution Files can be purchased from LAURA K PHOTOGRAPHY at a price provided at the time of request. High Resolution files are NOT included in any of the standard packages outlined in the Session Guide. High Resolution files are supplied at the discretion of LAURA K PHOTOGRAPHY and will be charged at a rate agreed upon. LAURA K PHOTOGRAPHY reserves the right to refuse supply of high resolution files to the CLIENT.

The CLIENT is responsible for the back up and/or copies of Digital Files. LAURA K PHOTOGRAPHY will provide purchased digital files on a USB at the time of delivery of Collection. If the CLIENT fails to make their own back up of the files and loses or damages the USB, a \$30 fee is payable for replacement only if images are available. LAURA K PHOTOGRAPHY will keep copies of ALL edited images from session for 12 months and of PURCHASED images for 24 months. LAURA K PHOTOGRAPHY will not be held responsible if images are not available within the times specified here due to technical or other issues within or beyond the photographers control.

SPECIAL CONDITIONS – NEWBORN SESSIONS.

A typical newborn session lasts 3-4 hours. In order to produce a standard Gallery of approx. 20-30 images, the photographer must complete her typical workflow before attempting any special requests from the client. The completion of all special requests is left to the discretion of the photographer. Special requests will be refused if safety of any person included in the session or the photographer is compromised.

If it is determined by the photographer that your newborn session needs to be rescheduled within the first 60 minutes of your session, the photographer will reschedule your newborn session at no charge.

After 60 minutes, any session that continues without rescheduling has now become a completed session. Any future session will be charged at the standard rate at the time of booking.

Any sessions exceeding 4 hours will include an additional fee of \$50 an hour. This includes sessions that have been rescheduled after the first 60 minutes. 4 hours would include any time spent on the original appointment date as well as any hours spent on the rescheduled date.

Rescheduling your session is left to the discretion of the photographer.

It is advised that you consider having a pacifier accessible for the session even if you don't intend on using one on a regular basis. Please also be prepared to feed a little more than usual.

SPECIAL CONDITIONS – LOCATION SESSIONS.

Travel fees may apply to locations outside of Warwick, Qld. This will be discussed on an individual basis and determined before confirmation of the booking.

Location sessions are generally only available close to sunset.

The CLIENT is responsible for their own safety and comfort due to the elements of an outdoor session. For example – sun safety, insect repellent, water and snacks, the care of themselves and children around water, animals, and rough terrain.

***I have read and understood this agreement, including the terms and conditions, and agree to be bound by them. I agree that completing the online booking form and payment of monies indicates my acceptance.**

***I am the parent or legal guardian of any minor(s) named on the booking form and have the legal right and authority to execute the model release stipulations named in this contract on behalf of the minor.**