



EB Photography Photo Shoot Agreement

The Client

1. We authorise *EB Photography* to arrange the photography of our shoot, in accordance with the details provided prior to the shoot day.
2. We have received, read and understand *EB Photography* price list, which has been confirmed for our shoot on payment of the non-refundable deposit. We agree that payment of the deposit confirms the booking as per the details provided in the order form.
3. Photography will take place at the agreed venue(s) during the agreed upon time. We accept that *EB Photography* is not held responsible for the extent of photographic coverage and fulfilment of photographic services due to failure upon the client to meet these agreements.
4. We agree that our photographic shoot will only be fully confirmed upon completion of the booking form, along with the receipt of a 50% non-refundable deposit. We agree to pay the full balance at the conclusion of the shoot. Failure to comply with either of these agreements gives *EB Photography* the right to refuse to carry out the photographic services.
5. The booking of and any additional costs incurred for booking venues, photography locations etc. are our responsibility. If these are not paid for separately, *EB Photography* will invoice us for these and such invoice must be paid in advance. If the invoice is not paid for prior to commencement of the photographic services, photographic coverage may be reduced.
6. To avoid disruption to the photographic coverage, and to allow *EB Photography* to fulfil its contracted duty, other photography by family, friends, and other hired associates is accepted as long as it is carried out in a non-obtrusive manner.
 - a. In this regard, *EB Photography* requests that there is no flash photography during the shoot.
 - b. Obstructive positioning of individuals during the shoot, or shadowing the photographer is prohibited.
7. We accept the responsibility to contact *EB Photography*, at least two weeks prior to the shoot, to confirm details are correct and there are no alterations.
8. We agree to immediately advise *EB Photography* in writing of any alterations in the details previously agreed upon including postponement or cancellation of the shoot.
9. In the event of cancellation of the shoot, we agree that the deposit will be forfeited.
 - a. *EB Photography* may allow this deposit to be used as leverage for other photographic services within six (6) months of the date of this order. This only applies if the secondary deposit is of equal or lesser value to the initial deposit.
10. We agree the Copyright in all photographs is owned by *EB Photography*. We give permission to *EB Photography* to use any image of our shoot for industry competitions and as required for subsequent usage and for reasonable general promotional advertising. The usage for any other purpose is to be renegotiated between the parties and requires specific permission.
 - a. We agree that images captured by *EB Photography* are permitted to be shared on social media platforms and other online media.
 - b. When images are posted on social media platforms, *EB Photography* is to be mentioned and/or credited upon the image(s), and we deny permission to crop, filter or otherwise alter the images as this will compromise our brand and not be a true representation of the product we provide.
11. We understand that these photographs are only to be used as agreed and may not be copied or reproduced unless written approval had been granted by *EB Photography*.
12. The digital files (JPEGs provided) remain the property of *EB Photography* and will be kept on file a period of three years.
13. I acknowledge and agree that *EB Photography* has no control over environmental conditions that may occur and inhibit photographic duties to be fulfilled (i.e. weather, damage to location/venue(s), etc.).
14. We accept responsibility to provide *EB Photography* with a runsheet of the shoot day within two (2) week prior to the shoot day. We accept that *EB Photography* are not responsible for absentees, resulting in a lack of specific images requested.

15. Any damaged equipment caused directly as a result of the attendees will be claimed through *EB Photography's* insurance, and we accept to pay this cost.

EB Photography

1. Should the nominated photographer not be available for any reason, *EB Photography* will notify the Client of the change as soon as it is known and provide another photographer with equivalent skills or provide a refund, whichever is in the Client's choice.
2. *EB Photography* cannot guarantee a specific number of images provided at the conclusion of the service.
3. *EB Photography* will provide the maximum amount of images captured on the day, subsequent to culling images that are compromised aesthetically through no control of the photographer.
 - a. The only images that will be withheld from the clients will be images that are deemed unsuitable at the discretion of *EB Photography*. This may include images that are obstructed, images with people blinking, or unnecessary duplicates.
4. All images provided will be professionally retouched and colour corrected. Retouching may include the covering of blemishes, reduction of distracting elements, and any other minor detail corrections that are impermanent to the subjects' aesthetic. In this regard, *EB Photography* will not take responsibility for correcting such details as weight, facial wrinkles, or other similar characteristics of a permanent nature.
 - a. We accept that *EB Photography* will provide retouched images that are accurate representations of the shoot day. *EB Photography* will not be compositing alternative backgrounds or subjects into images for an alternative aesthetic feel.
 - b. Upon final delivery of images, it is to be considered the finished product. Any further requests of retouching or alterations of images may result in further costs dependent on the nature of the alterations required.
5. All images will be provided digitally on a USB, which is inclusive of the cost of the shoot. All images will be provided in full sized, high resolution JPEGs in addition to web-grade resolution JPEGs to allow for social media platforms and other web sharing.
6. *EB Photography* agrees to provide all images within a 3-week turn around time to the receipt of the full balance. *EB Photography* will not commence the editing process until full balance is received. We acknowledge that post-editing is a process that cannot be rushed due to the significant nature of the shoot, and as such *EB Photography* wants to provide the best product possible in order to assure satisfaction.
7. If *EB Photography* is required to extend the time of the shoot, this cost will be reimbursed within 5 days subsequent to the shoot day.

I have read and understood the terms of this agreement.

Signed Client:

X _____ DATE: ____/____/____

Signed for *EB Photography*:

X _____ DATE: ____/____/____