

Amy Norris Photography – Photographic Contract

ALL SECTIONS OF THIS CONTRACT MUST BE READ IN FULL AND SIGNED BEFORE ANY SHOOT TAKES PLACE, FAILURE TO UPHOLD THE CONTENTS WILL RESULT IN A BREACH OF CONTRACT

Updated as of July 6th 2023

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This Contract is for the following photographic services detailed below. Any changes or adjustments in the agreed date will require the contract to be updated with the shoot details, resent and resigned prior to the photoshoot taking place.

PHOTOSHOOT:

DATE:

TIME:

CLIENT:

PHOTOGRAPHER: Amy Norris

MUA/HAIRSTYLIST:

SECTION ONE - Terms of Agreement Contract

Section one of the contract is a form of written agreement between the Photographer and those involved in the creation of the photographic work. This contract is used for the client or when there is more than one contributing party as part of the Photographers Team involved in the proposed work/project including the client. This contract must be read, signed and agreed to before any work under the photographic work/project can take place.

CONTRACT FOR PHOTOGRAPHIC PROJECT/SERVICES

- **At the time of booking, the Booking Fee must be paid before the shoot takes place.** This deposit is 40% of the overall balance due and **must be paid within 24hrs of requesting the booking or the slot will be given away.** The remaining balance due must be paid 24HRS PRIOR to the photoshoot before any photos, content or work is released. Failure to provide payment prior to services being completed will result in the photoshoot becoming VOID and the booking being marked as cancelled.
- **The Client/Collaborators/ connections shall assist and cooperate with Photographer in obtaining desired photographs.** Photographer shall not be responsible for photographs not taken as a result of the client/Collaborators/connection's failure to provide reasonable assistance or cooperation. The Client/Collaborator/connections will be respectful to Photographer and all parties being photographed. The photographer has the right to end the session, without the release of Images, with the offending client/contributor forfeiting any

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right to refund, payment and materials i.e., images/credit if there is a lack of cooperation or respect.

- **The client will be respectful to the photographer and her crew (including but not limited to assistants, MUAs, Hairstylists, second shooters and stylists) throughout the planning process, the photoshoot itself and the retouching process.** This includes respect for their time, any harassment, and inappropriate attitudes/actions throughout. The photographer has the right to end the session, without the release of Images, with the offending client/contributor forfeiting any right to refund, materials i.e., images/credit if there is a lack of cooperation or respect. In the event of abuse or harassment towards the crew on the shoot, no alternative artist/assistant/stylist will be provided, and the shoot will come to an end with immediate effect.
- **All pre-shoot phone calls, audio and video will be recorded.** All pre-shoot meetings that involve phone calls, zoom calls, video and audio will be recorded, this is to ensure there are no misunderstandings or miscommunications. The recordings can be referred to at a later date and ensure a respectful environment for all those involved in the photoshoot.
- It is understood that Photography by **Amy Norris Photography** is the exclusive, official photographer retained to perform the photographic services requested on this contract. **The Photographer reserves the right to use negatives, RAW images, edited images and/or reproductions for advertising, display, publication or other purposes, not restricted to use on the web, social media, business cards, or posters.**
- As the project and work creator, **Amy Norris Photography** holds the rights and title of **Creative Director/Lead Creator** of the work created. This in turn means that the **creative director holds the rights to final decisions and changes that best suit the project's needs.** With this contract, you agree as a contributor/client to run ideas, requests, designs and project-related matters through the creative director to avoid miscommunication, and conflict of designs and ideas to achieve the desired result from the work.
- **No part of any shoot, including previews, will be delivered until the assignment/project work is shot and paid in full.** Those in collaboration/employment as contributors of any project undertaken by the Creative Director cannot sample, repost, reuse or in any way use the materials included within the project until full consent has been approved by both client and Creative Director. Any breach of this will result in the project being marked as void and unusable by all parties with potential legal action being taken.
- **Original RAW FILES/photographs are not included, only the final edits.** The photographer retains the right to edit the photographs and omit any image. It is understood that Photographer will not deliver every exposure taken. The client and those in collaboration/connection to the project agrees to abide by Photographer's/Creative Director's editing decisions.
- **The client and contributors to the photoshoot will only receive the agreed number of photographs as stated in the booked service description.** Unless otherwise agreed or extra

exposures are purchased, only the agreed number of final exposures will be sent via download link.

- **The client and those in collaboration/connection with the project will receive photos on digital download with print release for personal use.** Digital download includes images for printing and may be used on the web, socials, Facebook, or email. **For any commercial use of which the individual will have financial gain in any way, the photographer must be informed, and the commercial fee paid before work is used.** In the instance where this is ignored, the individual will be in breach of contract and legal action may be taken. **The commercial fee as of January first 2023 is £150 per photo shoot for any client with the intention of receiving financial gain from the photographs.**
- Client/Collaborators/connections understand that when publishing/posting photos on websites, i.e., personal websites, Facebook, socials etc., client/collaborators/connections will not edit the photos in any way, i.e., editing the watermark, cropping, filters, colour changes, lighting changes etc. If this is ignored, the client will be in breach of contract and legal action may be taken.
- **Collaborators/connections are responsible for making a backup of all photos from the digital download.** Additional digital downloads may be purchased from Photographer once the images are released for publication. The Photographer will make every attempt to keep archival copies of photos for up to 1 year from release but does not guarantee that they will be retained indefinitely. Backup copies are for collaborator/ connection use only and may not be distributed to others.
- **The client/collaborators/connections understand that the download link is LIVE for 1 week from the date sent. This timescale cannot be extended.** After which if the file has not been downloaded or saved the request can be made for a new link to be created and sent. **This however is subject to a fee of £50 that is paid prior to the new link being sent.**
- The Client/Collaborators/connections will not hold the Photographer, Creative Director(s) or the owner of the property liable for any injury that may occur during the session.
- In the event the Photographer/Creative Director files suit to enforce any term or condition herein, Photographer is entitled to litigation expenses, including reasonable attorney fees.
- Collaborators/connections have up to 2 months to request pictures, prints, albums etc. After that, the Creative Director has the right not to give any. After the 2-month period, the Creative Director and Photographer are not responsible for retaining the original raw footage (photo/video).
- **The photographer and crew hold the right to film the behind-the-scenes of the photoshoot.** This is not only to provide content for the photographer's socials but also provides a level of security if for any reason an event occurs either within the shoot or by a member of the public. If needed, the video(s) can be handed over to the police in the case of harassment, abuse or unsociable behaviour by the general public.

- In the event of the photographer or crew sickness within the 48hr cut due to unforeseen circumstances, the photographer/creative director will reschedule the photoshoot to the next available booking slot. In this case, the client will not have to pay the new booking fee.

NOTICE OF COPYRIGHT: It is ILLEGAL to copy, edit or reproduce these photographs without Photographer's permission, and violators of the Law will be subject to its civil and criminal penalties.

- Photographer retains copyright to the photographs. Printing and/or distribution rights are granted as noted below.
- All retainers booking fees and payments are non-refundable.
- This Contract incorporates the entire understanding of the parties.
- Modification to this Contract must be in writing and signed by both parties.

FOR ALL WORK COMPLETED AS PART OF THE NAMED PROJECT/WORK (NOT INCLUDING COMMISSION WORK OUTSIDE OF THE NAMED PROJECT)

Photographer (**Amy Norris Photography**), Creative Director (**Amy Norris Photography**) the client and all those in collaboration/Contribution/connection understand weather, illness, or other reasons may cause reason to reschedule a project photo shoot. The photographer will make every effort to spend the necessary time, including on multiple days, at the convenience of the Photographer to reschedule the photoshoot. **The photographer may reschedule without penalty.**

Completion of processing and edits of a photography session may take four (4) weeks.

DIGITAL IMAGE AND PRINTS TERMS OF USE

Collaborators/Contributors/connections may not reproduce the coursework or files in any way. Additional copies may be purchased for a fee from the Photographer on the photographer's terms. The Collaborators/contributors/connections may not edit the photographs in any way. ***This includes, but is not limited to, the removal of watermarks, cropping, or using filters. Printed photograph quality will depend on where it is printed. Only prints printed through Photographer will be guaranteed for colour and quality. Clients/collaborators/contributors/connections may print images at the professional photo lab of choice (excluding one-hour labs at supermarkets and pharmacies).** * Photographs may be used for advertisement (modelling, headshots, etc.) for an additional fee. Credit to the photographer under the name of [Amy Norris Photography] must be given for the photograph. Photographs may not be entered in photo contests without expressed permission from Photographer. An additional fee will be required for use.

RELEASE AND WAIVER OF LIABILITY I, HAVING AGREED TO ACT AS CLIENT, A MODEL, STYLIST, COLLABORATOR, CONNECTION HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude my participation in this activity or event. I acknowledge that this Health Waiver and Release of Liability Form will be used by the Creative Director/ photographer

and organisers of the assignment/ work in which I may participate and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- A- I WAIVE, RELEASE, AND DISCHARGE** from any and all liability, including but not limited to, liability arising from the ordinary negligence of the provider or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my travelling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Amy Norris Photography.

- B- I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** the entities or persons mentioned in the above paragraph from any and all liabilities or claims made as a result of participation in this activity or work, whether caused by the negligence of such entities or persons or otherwise.

- C- I acknowledge that Photography by Amy Norris Photography is NOT** responsible for the errors, omissions, acts, or failures to act of any party or entity conducting specific work or activity on behalf of Amy Norris Photography.

- D- I acknowledge that this activity or event may involve physical activity,** and may carry with it the potential for death, serious injury, and property loss. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

- E- I understand that at this event or related activities, I may be photographed/filmed.** Including but not limited to behind the scenes and for safety purposes.

- F- I agree to allow my photo, video, or film likeness to be used for the legitimate purpose** by the Creative Director/Photographer, organisers and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

- G- I acknowledge that flash photography or strobe lights may be used** during the work or activity.

- H- I CERTIFY THAT I HAVE READ THIS DOCUMENT IN FULL AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.** The undersigned does hereby represent that he/she/they/them is, in fact, acting in such capacity, has consented to his/her participation in the activity or event, and has agreed individually to the terms of the accident waiver and release of liability set forth above. The undersigned further agrees to save and hold harmless and indemnify each and all the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties, client, Collaborators/connections.

SIGNATURE I acknowledge that I have read and agree to the terms of section one.

PHOTOGRAPHER Print Name & Signature: AMY NORRIS



Date: 17/07/2022

CLIENT: PRINT:

SIGNATURE:

Date:

SECTION TWO – COVID-19 & Prevention of Illness

Section two of the contract is a form of written agreement between the Photographer and those involved in the creation of the photographic work. This contract is used for the client or when there is more than one contributing party as part of the Photographers Team involved in the proposed work/project. This contract must be read, signed and agreed to before any work under the photographic work/project can take place. This contract ensures the safety of all involved in the shoot. Including those in connection with the Creative director/photographer and contributors who are shielding or at high risk of infection/covid.

Please see section 3 for the attached covid policy

- A- I [] state that by signing this contract I have no symptoms of COVID-19 or Infection of any kind. If by the time of the photoshoot, any symptoms present themselves or am feeling unwell of any kind, I will inform the Creative Director/Photographer so that the shoot can be rescheduled to a time when all participants are clear of infection or illness.
- B- I [] understand that the Creative Director/Photographer is a full-time main carer of a high-risk individual currently receiving treatment that results in this person being immunosuppressed. Failure to inform the Creative Director of any illness or infection may result in the high-risk persons being admitted to the hospital. Legal action may be taken for breach of the contract.
- C- • I [] agree that by signing this contract that I will sign parts one and two of the health waivers 24hrs prior to the photoshoot. This health waiver confirms that those involved are in good health and will be signed by each person attending. The photoshoot cannot proceed without the completion of both the contract and health waivers.

I CERTIFY THAT I HAVE READ THIS SECTION IN FULL AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. The undersigned does hereby represent that he/she/they/them is, in fact, acting in such capacity, has consented to his/her/they participation in the activity or event, and has agreed individually to the terms of the covid 19 / illness waiver and release of liability set forth above. The undersigned further agrees to save and hold harmless and indemnify each and all the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties, Collaborators/connections.

SIGNATURE I acknowledge that I have read and agree to the terms of section two.

PHOTOGRAPHER Print Name & Signature: **AMY NORRIS**



Date: 17/07/2023

CLIENT: **PRINT:**

SIGNATURE:

Date:

SECTION 3 – THE COVID-19 POLICY

This is Amy Norris Photography's covid-19 policy. It is in place to ensure and protect the health and safety of all those involved in the photoshoot due to the ongoing effects of coronavirus (covid-19). This policy is subject to change at any time and must be read prior to booking your photoshoot. This policy is in place until further notice.

Minimising the spread of COVID-19

In order to guard against the transmission of COVID-19, the following steps will be taken:

1. **HEALTH WAIVER** – I am asking that all clients and those involved with the photoshoot sign the health waiver prior to the photoshoot/booking. This form will be sent out 72HRS prior to the booking for the most accurate information. These forms are important as they confirm that those involved do not have any symptoms of cold, flu, bug or COVID-19 and have not been in contact with anyone with the above-mentioned ailments within the last 14 days

These forms take just two minutes to complete. **They are mandatory and must be signed and sent back no more than 24hrs prior to the start of the photoshoot.** If you have any signs of illness (even the morning of) your photoshoot will be rescheduled.

2. **INDOOR PHOTOSHOOTS** – Now that COVID-19 testing is widely available and vaccines have been rolled out, I am accepting indoor and studio bookings. Studio bookings are available at an extra fee to cover the venue hire fees.
 - Amy Norris Photography will ensure hand sanitiser is readily available.
 - Amy Norris Photography shall ensure proper ventilation on the premise wherever possible.
3. **COVID-19 TESTING** – It is now a mandatory requirement for a COVID-19 test to be taken no more than 24hrs prior to the start of the photoshoot if you are showing any signs of cold, flu or covid symptoms. Photographic confirmation of a negative test result must be sent to the photographer no later than 2hrs before the photoshoot start time. The health waiver (parts one and two) will also be confirmed at the same time to ensure all those involved are in good health. LFT (Lateral flow testing) or PCR (Polymerase chain reaction) are the accepted

form of covid testing. **It is fully understandable that seasonal allergies can take hold without warning, so covid testing is in place to ensure seasonal allergies aren't confused for infection.**

4. **FACECOVERINGS** – In the event that covid-19 cases are on the rise or in the event of a new wave of cases, Face coverings will be required on all photoshoots by the crew i.e. the photographer, MUA, Stylist, and assistant). This will be for the duration of the shoot in close contact, indoor/studio sessions and when in close contact for on-location shoots. Face coverings are no longer mandatory for clients. However, due to being high risk, the photographer will wear a mask throughout for added protection against colds, COVID-19, bugs and flu. This section will only come into effect when cases are on the rise, a new wave/strain of covid pose a risk to health or if in winter when there is a likelihood for cases to rise.

5. **RECEIVING PHOTOS** – The current standard turnaround/wait time for final photos is a **minimum of three (3) weeks**. However, due to medical commitments and unforeseen circumstances, this is subject to change/delays. Amy Norris Photography will make every effort to keep the client and those involved in the photoshoot informed of any changes and update them on progress.

*If you would like the final photos sooner than the two-week minimum, Amy Norris Photography offers an express service to get them to the client within a week. This is charged at **£50 per 10 photos** due to the time, work and effort that goes into them whilst sticking to a very tight timescale.*

6. **PAYMENTS** – When paying for your photoshoot, Amy Norris Photography accepts both wireless and cash payments.
 - Wireless payments can be made via the bank transfer link.
 - Please note that the **40% booking fee** is paid at the time of booking and **is non-refundable**.
 - The remaining balance is due **24HRS** Prior to day of the photoshoot and must be sent before any photographic material is released. If it is not paid, the client understands that they risk the photoshoot being cancelled due to lack of payment.

SIGNATURE I acknowledge that I have read and agree to the terms of section three.

PHOTOGRAPHER Print Name & Signature: AMY NORRIS



Date: 17/07/2023

CLIENT: PRINT: _____

SIGNATURE: _____

Date: _____