



**Redfern**  
PHOTOGRAPHY

**Information Sheet**

General Contract - 07/2010

110 Hidden Valley Villas NW  
Calgary, AB T3A 5W7

phone: (403) 616-9729 • e-mail: [fernish@gmail.com](mailto:fernish@gmail.com) • <http://photo.fernish.com/>

**Client(s) contact information:**

Names (first and last): \_\_\_\_\_

E-mail address(es): \_\_\_\_\_

Mailing address:

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

Home phone (if applicable): \_\_\_\_\_

Cell phone(s): \_\_\_\_\_

Photography purpose/description:

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

Photography date: \_\_\_\_\_

Photography location: \_\_\_\_\_

Other things important for your Photographer to know?

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

How did you find Redfern Photography? : \_\_\_\_\_

As many details as can be provided will help Redfern Photography with more effective advertising!

# Photography Agreement



## Description of Services

The parties agree that Lisa Redfern will furnish photographic coverage on the agreed upon date(s). The Photographer will be the exclusive professional Photographer retained by the Clients for the purpose of photography that day.

### Description of package as agreed upon by Clients and Photographer:

\$\_\_\_\_\_ Base price includes:

On-location session of \_\_\_\_\_ (duration), retouching of images at Photographer's discretion, online gallery to share with family & friends, option to order prints and design albums online, DVD of high res photos, mailing of DVD, and travel cost if within Calgary or Airdrie. Photographer aims for a 4-6 week turnaround between photo session and availability of final DVD package, the delivery at which time this contract is considered completed.

### Optional add-ons (check if applicable):

- + \$150 per hour additional coverage × \_\_\_\_\_ (number of hours)
- + \$150 per hour Client-requested custom/special effects photo effects × \_\_\_\_\_ (number of hours)
- + \$\_\_\_\_\_ travel fee if Photographer needs to travel outside of Calgary for any photos

(cost calculated at \$0.50 per km. See "Other Costs" section for further details.)

Airdrie and Balzac no extra charge. Areas surrounding Calgary charged for travel include:

Cochrane, Bragg Creek, Redwood Meadows, Okotoks, Chestermere, Strathmore, Canmore, Banff, High River, Turner Valley, Black Diamond, Red Deer

Other:

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## Payment Policy

A booking can be made without a deposit and total amount is to be paid the **day of your shoot**. However, until contract is signed and deposit made, your session may be subject to rescheduling if another client books the same date with a deposit (all photography is on a first-come, first-served basis). Only a deposit and signed contract locks in your date, especially when booking more than three months in advance. Non-holiday weeknights Monday to Thursday are best for booking such sessions, or on week-ends as Photographer recommends. Client has option to pay online via e-mail money transfer from their online banking to [fernish@gmail.com](mailto:fernish@gmail.com). Deposits are non-refundable in the event of Client cancelling the session.

## Limitation of Liability

While every reasonable effort will be made to produce and deliver outstanding photographs at the shoot, the Photographer's entire liability to the Clients for any claim or loss arising from the Photographer's performance is limited to a refund to the Clients of the amount paid for services. Because a shoot is an uncontrolled event, the Photographer cannot guarantee delivery of any specifically requested image(s). The Photographer will be Lisa Redfern herself. In the unlikely event of personal illness or other circumstances on the part of and beyond the control of the Photographer, the Clients may terminate this agreement and receive a full refund of all monies paid.

## Copyright & Usage

Clients are granted a *license agreement* with their DVD. With this, Clients receive the right to make copies and use the images for personal use, including: printing, in e-mails, greeting cards, photo albums, and similar. If posting on any website, including Facebook, credit is to be given to "Redfern Photography" with a link to <http://photo.fernish.com/>. Clients cannot sell the images or use them for commercial purposes (such as in magazines or other advertising), and they cannot alter the images in any way without written consent from Photographer except to reduce to a smaller size for web. The Photographer retains copyright for all images created. The Photographer will only make reproductions for the Clients or for the Photographer's portfolio, samples, or self-promotions (including but not limited to print, electronic, and internet) or for professional competition and review. The Photographer will not make reproductions for other use or sell commercially without first obtaining the signed release of the Clients.

## Equipment Back-up Policy

In the event that there is a malfunction of photographic equipment, the Photographer reserves the right to change out equipment, including replacing digital cameras with film cameras and vice-versa. Regardless of which cameras will be used, all services described in the package description will be provided.

## Digital Negatives/High-Res Files

As described in the package, high-res digital files will be given to the Clients after their shoot. Under no circumstances will Clients be provided with camera RAW files, edited or otherwise. The Photographer has no obligation to retain archives, and preservation of the digital files shall be the sole responsibility of the Clients once the disc is delivered. In the event a Client loses or damages the provided DVD, replacement will be subject to a \$250 charge (if the Photographer still has the files stored). Photographer reserves the right to delete/remove photographs that she deems of unacceptable quality; ie. the Client will not receive every single photo that is taken during the session. Examples of photos removed are those where Clients are blinking, out of focus shots, shutter misfire, dimly lit shots, etc. Cost of DVD/CD burning and license agreement is included in cost of package. DVD/CD is generally sent 4-6 weeks after session, and provided to the Clients to keep.

Specific re-touching is not included in this contract except as Photographer deems necessary. Photographer will adjust all photos, particularly images that have issues the Photographer is responsible for, such as dim lighting, colour cast, or other. Photographer is not responsible for retouching blemishes, shiny skin, stains on clothing, exit signs, etc. except at her own discretion. Retouching that the Client requests can be negotiated on a separate basis but is outside the scope of the photography contract.

Every photo lab's equipment is calibrated differently, and may not match Photographer's calibration. Quality of prints, especially colour, is not guaranteed except when printing is handled by Photographer's proofing service (online ordering)

## Other Costs

If Photographer is required to travel outside of Calgary, costs for transportation and lodging are to be provided by the Client (and will be booked by Photographer), and will be on top of normal photography fees. Travel within Calgary and Airdrie is included. The cost is \$0.50 per kilometer (away from Photographer's home) for travel. If the session is three hours drive or more away from Photographer's home in Calgary, and coverage is to begin before noon, it is required that the Clients pay for lodging for the previous night. If the event is three hours drive away or more and coverage ends later than 8pm, the Clients must pay for a hotel room that night. If it is both, two nights lodging is required. **Note:** there are other conditions in which accommodations may be required if your session or event is outside of Calgary/Airdrie, please ask.

## Agreement

This Agreement incorporates the entire understanding of the Parties, and the Parties agree to all its terms, and acknowledge receipt of a completed copy of the Agreement signed by all Parties. Any modifications of this Agreement must be in writing and signed by all parties. Each person signing as Clients(s) below will be fully responsible for ensuring that full payment is made pursuant to the terms of this agreement. This Agreement will be governed by the laws of the Province of Alberta.

This agreement is between Lisa Redfern (hereinafter "Photographer") and

\_\_\_\_\_ and \_\_\_\_\_  
(hereinafter "Client(s)") relating to the Client's session, which will take place on

\_\_\_\_\_ (date) in \_\_\_\_\_ (city, province)

Time photography starts: \_\_\_\_\_ Time photography ends: \_\_\_\_\_

Other shooting dates and times agreed on (if any): \_\_\_\_\_

Client(s) signature(s): \_\_\_\_\_

Photographer's signature: \_\_\_\_\_ Date: \_\_\_\_\_

A deposit of \$\_\_\_\_\_ is due at the signing of this agreement, with the balance of \$\_\_\_\_\_ to be paid on the day of the photo session.

### Payment methods:

Please make all cheques or money orders payable to **Lisa Redfern**. Bank e-mail money transfers payable to **fernish@gmail.com**  
Mail to: 101 Hidden Valley Villas NW, Calgary, AB, T3A 5W7

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