



OFFICIAL CONTRACT OF RIVER HEIM, OWNER OF MARITIME RIVER PHOTOGRAPHY

EST. 2019

This document is a legally binding contract set by **River Heim**, Owner of **Maritime River Photography**. Any breach of this contract may result in legal action taken against the client.

**THIS CONTRACT IS EFFECTIVE IMMEDIATE AFTER SIGNED & RETAINER HAS BEEN ACCEPTED WITH THE EXCEPTION FOR REAL ESTATE PHOTOGRAPHY.**

**This contract is for all aspects of the profession, which includes; Weddings, Portraits, Business and Real Estate Photography. UNLESS STATED OTHERWISE, all sections apply for all areas of photography.**

## **Section 1 - Retainers: Please read the RELEVANT section.**

### **1.1 PORTRAITS - NON REFUNDABLE \$100 Retainer.**

This retainer is part of the full price and holds your original time & date. This is **NON NEGOTIABLE**. Weather is an exception; rules can be found on Page 5, Section 3.5.

**1.2 REAL ESTATE - Retainers are not required to book;** however if the client **DOES NOT** attend the shoot, they will be charged **FULL PRICE of \$140, plus tax.** **Failure to pay this invoice will result in the client being served.**

**1.3 BUSINESS PHOTOGRAPHY PACKAGES - NON REFUNDABLE \$100 Retainer.** This retainer is part of the full price and holds your original time & date. This is **NON NEGOTIABLE**.

### **1.4 WEDDING PHOTOGRAPHY - NON REFUNDABLE \$500 Retainer.**

This retainer is part of the full price and holds your original time & date. This is non negotiable, non transferable and non refundable due to any reason, including COVID-19. Please see Page 5, Section 4. for more information.

**1.5 The client must pay the retainer via e-transfer only to: [info@maritimeriver.com](mailto:info@maritimeriver.com)**

**1.6 Retainers will be invoiced only for weddings. Retainers will show on invoices once the shoot is paid in full the day of.**

## Section 2 - Requirements of the Contract.

### 2.1 The photographer owns and has a right to use ALL IMAGES PRODUCED.

<https://capic.org/copyright-laws/>; the client agrees that all images produced from the shoot can be promoted on Maritime River Photography's social media, website and for any advertising use. Private sessions such as boudoir are up to the client's discretion.

2.2 The client must agree to the **photographer's style of editing** which can be viewed on their site: maritimeriver.com, and their social media: Instagram/Facebook @maritimeriver. **The photographer may decline any request to edit in a different style or mock a given edit. The photographer does NOT alter/photoshop the subject's body, only retouching is offered.**

2.3 There will be no refunds due to the client's dissatisfaction with the final images. Ex; if your child does not behave for the photos or the weather is different than planned, it is not the photographer's financial responsibility or duty to reshoot or refund.

### 2.4 The client is responsible for secure storage of their images post delivery.

Photography sessions (excluding weddings) will be sent within a maximum of 8 weeks post shoot. The photographer does not deliver physical copies of images. The photographer is not responsible for lost images 2 weeks after the images have been delivered to the client. If the client loses their images, no financial compensation will be given. If the client requests a gallery re-upload 1 week post-delivery when images are removed, it is at an expense of \$75+HST.

2.5 **Clients are NOT ALLOWED to edit the photos** under ANY circumstances once sent by the photographer (e.g. no use of filters and stickers). Exception: Business Photography Packages may be subject to changes.

2.6 If the client wishes to have **FURTHER EDITING/RETOUCHING** done to the images after delivery, the photographer has the **RIGHT TO REFUSE OR ACCEPT** the request. **FURTHER EDITING/RETOUCHING starts at a minimum of \$300 per hour.** Re-editing will not be considered after 2 days post-delivery.

2.7 Due to the **COPYRIGHT ACT 1921**, the client will **NOT BE ALLOWED** to use the images for personal gain or business uses **UNLESS AGREED PRIOR THE SHOOT. (BUSINESS PHOTOGRAPHY PACKAGES and REAL ESTATE are EXEMPT).**

2.8 **ORIGINAL/RAW IMAGES WILL NOT BE SENT** to the client, unless **AGREED PRIOR THE SHOOT.** Real Estate is exempt. If the client wishes to have the originals, it is charged at an additional; **PORTRAITS - \$500, BUSINESS - \$175, WEDDING PHOTOGRAPHY - \$2,000.**

2.8.1 The client is **NOT ALLOWED to CREDIT THE PHOTOGRAPHERS ORIGINAL/RAW IMAGES**, due to the fact that it is not the photographers **FINISHED PRODUCT**. The client cannot do this on **ANY PLATFORM OF MEDIA**, but is free to post & print the images as they please.

2.9 **TRAVEL FEES** are determined **UPON BOOKING OUTSIDE OF HRM** at a rate of **0.80cents per kilometre. Kilometres are charged to and from the destination.** A nightly stay or additional hotel fee may be charged on top of the travel fees if the destination is over 1.5 hours away.

### **Section 3 - Termination of the Contract**

3.1 If the client wishes to terminate the contract, they **MUST PAY** the termination fee given; this is determined from **TIME COMPLETED** by the photographer. In most cases, your retainer will cover the cost of termination. **Refusing payment will result in legal action taken if images have been delivered without payment.**

3.2 If the client is **15 MINUTES LATE to the shoot**, the photographer has the right to **TERMINATE THE SHOOT and keep the retainer. Rescheduling is up to the photographer's discretion.**

3.3 If the client does not **confirm the shoot within 5 hours of the scheduled session**, the photographer has the right to terminate the shoot. The retainer may transfer to a new date upon the photographer's discretion.

3.4 The photographer **WILL NOT tolerate any form of verbal or physical abuse** from the client, the clients staff, guests, friends and/or family, etc. If the photographer feels that they are in that situation or at any point feel unsafe, they have a right to **TERMINATE** and legal action will be taken if necessary.

3.5 The photographer has a right to **CANCEL OR POSTPONE** the shoot if conditions or weather are not right. This will be determined **8 HOURS PRIOR THE SHOOT** by the photographer. If the client wishes to reschedule due to conditions over 8 hours prior to the shoot, the retainer will be held and non-transferable.

## Section 4 - Weddings

4.1 **NON REFUNDABLE \$500 Retainer is required to officially hold your original time & date.** This retainer is part of the full price and holds your original time & date; your date is never held if a retainer is not paid. This is non negotiable, non transferable, and non refundable due to any reason, including COVID-19. This retainer will be invoiced and outline coverage details to ensure security for both the photographer and client. The retainer must be paid via e-transfer or through the Square invoicing app via credit/debit card (2.95% transaction fee applies when using Square).

4.2 **AMOUNT OWING is due one week day prior to the wedding. This amount is non-refundable once paid.** The photographer will send an electronic invoice via email to the client one week prior to the wedding date. The client must ensure payment is made through e-transfer to: [info@maritimeriver.com](mailto:info@maritimeriver.com). The amount owing may also be paid via debit/credit card through the Square invoicing app should the client not have e-transfer available; however a transaction charge of 2.95% will be added to cover transaction fees. A receipt will be issued immediately after payment has been deposited. \*Cash payments are an exception and can be paid the day of.

4.3 **NO PHOTO CAN BE GUARANTEED.** The photographer will ensure their best to capture each moment, however the photographer may come in contact with various unplanned obstacles and equipment that may be unreliable at times and subject to failure to operate. A shoot list will be given utmost priority, however the photographer is not responsible for any refunds due to unfulfilling the list.

4.4 **ORIGINAL/RAW IMAGES WILL NOT BE SENT** to the client, unless **AGREED PRIOR THE SHOOT**. If the client wishes to have the originals, it is charged at an additional \$2,000.

4.5 Due to the **COPYRIGHT ACT 1921**, the client will not be allowed to use the images for financial gain or business. No advertising or profits may be made from the images. Any photos requested by vendors may contact me to ensure high resolution images are delivered and given proper credit.

4.6 **FOOD & BREAK;** The photographer requests at least a **30 MINUTE BREAK every 3-4 hours**, plus a **hot plate of food given within the first 6 hours**. If not given a hot plate of food, the photographer has permission to leave the site for up to 45 minutes to purchase and eat their meal elsewhere. The photographer has damaged nerves and often inflammation in their feet, and may sit down at any slower period to rest.

4.7 If the photographer fails to show, is sick or unavailable to attend the full wedding, and does not have a replacement photographer, a refund will be given to ensure no financial loss to the client. A replacement photographer is covered on the photographer's own expense.

**4.8 If the photographer's equipment fails, the photographer has a second camera and may request to reshoot certain captures.** If the photographer's equipment fails post wedding (corrupt memory cards), the photographer will refund portions of the day under their own discretion for those images not captured; as applicable. The photographer works with a Canon R5 dual memory card slot to ensure utmost safety for protecting images.

**4.9 The client is responsible for secure storage of their images post delivery.** The photographer will deliver a minimum of 250 digital images for full day coverage and a minimum of 75 digital images for half day coverage within a maximum of 18 weeks post wedding. The photographer does not deliver physical copies of images. The photographer is not responsible for lost images 2 weeks after the images have been delivered to the client. If the client loses their images, no financial compensation will be given. If the client requests a gallery reupload 1 week post delivery when images are removed, it is at an expense of \$350+HST.

4.10 The photographer may request to leave the venue by no later than 10:00pm to ensure safe driving back home regardless of hourly coverage.

4.11 The photographer **WILL NOT tolerate any form of verbal or physical abuse** from the client, the clients guests, friends and/or family, etc. If the photographer feels that they are in that dangerous situation or at any point feel unsafe, they have a right to TERMINATE and immediately leave the site. Legal action will be taken if necessary.

4.12 Travel fees are determined when the venue and/or any location that is part of the wedding is outside of HRM (with the exception of Bridgewater and 20 minutes surrounding). Travel is at a rate of 0.80cents per kilometre outside of HRM. Kilometres are charged to and from the destination. Overnight accommodation coverage may be requested at the expense of the client given the location/destination and how late coverage may run into the night.

4.13 The photographer may request or suggest an additional photographer (second shooter) to be on site if the guest list exceeds 100+ guests and/or depending on the client's photography wishes. Additional photographers (second shooters) are at an expense to the client. Rates to hire additional photographers (second shooters) are subject to change based on the person chosen to provide extra coverage.

4.14 If the client fails to provide a shot list, itinerary, travel details, guest numbers, etc. within a reasonable time before the wedding (at least 2 months prior), the photographer will not be held responsible (financially) for failure to complete any late requests. The photographer may also charge for any additional requests.

4.15 If weather impacts the day, the photographer has the right to refuse to shoot in any weather conditions that may pose any risk to their vehicle & equipment. Moisture damage from damp/rainy weather must be considered.

**By signing this contract & sending your non-refundable retainer, you are agreeing to the terms and conditions sent by River Heim, owner of Maritime River Photography. Any breach of this contract will result in TERMINATION OR LEGAL ACTION. Any questions may be directed to: [info@maritimeriver.com](mailto:info@maritimeriver.com).**

**- River Heim Owner of Maritime River Photography**

**Signature of Client:**

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