



## 2017 SESSION AGREEMENT (pg.1 of 2)

The session agreement is put into place so you know exactly what a session with me entails and to ensure that I am able to deliver on your expectations. Please read all information carefully, print a copy for your records, and then provide your digital signature on the Client Information Form. If you have any questions, please let me know **before** the session. Thanks!

### SESSION

- 1) Session fees are non-refundable and must be paid in full on or before your session date. They cover time and talent only and images are sold separately. Credits and pricing expire 30 days after the proofing gallery is posted.
- 2) You are responsible for covering all additional fees and costs related to location choice (admission fees, parking, etc.).
- 3) Because it can be distracting (especially to small children) and prevents me from being able to do my job effectively, other cameras **are not allowed** at the photo session.
- 4) I cannot hold another session for you until ordering and payment is completed on all previous sessions.
- 5) There is a travel fee for locations 20 miles outside of Abu Dhabi City.

### RESCHEDULING & RE-SHOOTS

- 6) Requests for rescheduling are granted only at my discretion. If someone becomes ill, please call as soon as possible to reschedule. I maintain the right to reschedule if needed due to inclement weather, illness, emergency, etc.
- 7) Re-shoots are granted only at my discretion, and are not given for regretful personal choices such as hair and clothing choices. A re-shoot requires that we delete ALL of the proofs from the first session and shoot an entirely new session with an entirely new proof set.

### PROOFING & ORDERING

- 8) Within 3 weeks after the session--usually sooner--I will contact you to let you know your proofs are ready. When you're ready, I will post your proofs (usually 25-35 images) in a gallery online. This gallery will be hosted for 7 days ONLY, so please be prepared to place your order in that time. There is a AED200 charge to upload your gallery for an extra week.
- 9) Creative Privilege - there are times when an image needs a certain crop or a particular treatment. I will do my best to match your tastes, but I need to have the freedom to decide how to make an image look its absolute best. If an image has been presented in black and white only, it is because I feel this is the most appropriate interpretation of the image. If you would prefer predominantly colour, or black and white images please express this to me on your Client Information Form.
- 10) I cannot begin design work or processing orders for printing until payment is complete.
- 11) Please be prepared to place your order during the 7-day period when your gallery is posted. This is to help prevent backlogging for other clients. If you do not place your order during this time your order production times may be delayed as other client orders are processed.
- 12) UNORDERED IMAGES ARE ARCHIVED FROM MY SYSTEM 30 DAYS AFTER GALLERY POSTING.
- 13) A retrieval fee of AED500 is added to your order if placed after images have been archived (see Clause 12).
- 14) After the initial order there is a AED500 minimum for reorders & current pricing at the time of the reorder applies.
- 15) I include retouching and image enhancement to the images, prior to posting in the online gallery, as part of the session fee. Additional retouching or changes in the crop, colouring, etc. requested after the proofs are posted in your online gallery are billed at AED150/hr. Once the requested changes are made, charges apply regardless if the final product/image is purchased – this includes converting pictures from black and white back to colour (see Clause 9 above).
- 16) If you do not approve the proofs, respond to design mock-ups, or provide me your requests for items that are part of a collection within 60 days of ordering, I will fill the order for you with my own selections. I must do this to prevent backlogging with other client orders.
- 17) I provide detailed printing instructions with digital images. Your images will be cropped and coloured how I believe they will print the best. Some images (particularly those shot in low light) may have visible digital noise when enlarged too much. This is normal, but may not be aesthetic. In addition, if you crop an image in too tightly, you will lose resolution and may cause it to be pixilated when enlarged. To ensure the best print quality, try to avoid altering your images before printing. If in doubt, just ask me. I am not responsible for printing errors or for quality of prints or products not printed directly by me.



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**DESIGN WORK**

18) If you purchase items that require design work, I will consult you first to get your input on the images, colours, text, etc. for the design. Try to be as specific as possible because I base my design work on your requests. I will then create a design doing my best to incorporate your requests. You can make up to three small changes to that design (change a colour, change text, change out a picture). Additional changes (including changing things that were originally requested by you) will be billed at AED200/hr. Once the requested changes are made, charges apply regardless if the final product is purchased.

19) Since a book/album is a larger design, you can make changes on up to 5 pages at no charge; additional changes will be billed as previously described. Try to keep in mind that there is a great deal of time and planning that goes into the layout, so adding, deleting, or moving pictures around can be quite complicated and may affect several pages of the overall design.

20) Once you approve a design and tell me to print, any additional changes will be at your cost.

**OTHER**

21) Cheques returned by the bank for any reason will be charged a AED150 service charge and sessions/orders will be cancelled if they are not paid in full within three days of notification.

22) Kirsty Larmour Photography accepts cash, cheques and PayPal or bank transfers.

23) Digital Files can be purchased for any session at high resolution only. These files are for personal, non-commercial use only. If used in a public capacity (Facebook, MySpace, internet forums etc.) a link to my website should be provided.

24) Kirsty Larmour Photography retains copyright on all images (including those purchased as digital negatives) and they should not be modified or published without written consent from me. You agree to a model release that enables Kirsty Larmour Photography to reserve the right to use the images and/or reproductions for display, publication, or other purposes. Under no circumstances can you use images for commercial purposes, profit, or photographic competition or display.

25) Please do not copy images you have not purchased. Copying, printing, or scanning images from your online gallery, my website, the blog, or from other materials is considered stealing, regardless of the intent for use.

26) You agree that Kirsty Larmour Photography may use any photograph for a blog sneak peek and for publicity purposes. Such publicity and advertising may include publication on the Photographer’s website. If you do not want your images used on the blog etc. you will not get a sneak peek and will not be eligible for any special offers or discounts run by Kirsty Larmour Photography. Please state on the Client Information Form if you would prefer not to see your images on the web, or any limitations (e.g. using pictures, but not using names).

27) Credits and special offers are non-transferable and are not redeemable for cash.

28) I agree that every effort will be made to provide high quality photographic services. In the unlikely event that mechanical or electronic failure should occur to my equipment or transport and I am unable to provide you with the agreed photography services and/or products, liability shall be limited to a full refund of all monies paid, or a reschedule of the photographic session.

29) I will endeavour to deliver your final print order approximately 3-4 weeks after your order is placed and payment in full is complete. Canvases and albums come from overseas and may take up to 8 weeks. I will contact you by phone in order to set up a convenient time for your images to be delivered.

30) Occasionally customized orders will take longer than stated in Clause 29. I will let you know if this is likely to be the case. I am not responsible for delays in delivery due to circumstances beyond my control e.g. inclement weather, seismic activity, terrorist activity, customs clearance, etc.

31) Damage incurred as a result of improper handling, framing or hanging is your responsibility – artwork should be handled with care.

32) Due to the custom nature of each boutique product, all sales are final, unless damaged on delivery.

*Kirsty Larmour*

I have read, understand, and agree to the policies outlined in this agreement.

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_