#### >> Booking Contract

# F E E S >>

For all photo sessions, a 50 percent non-refundable deposit is required to book and hold the selected date and time for your session. An email will typically be sent out within 48 hours of our initial conversation confirming date and time, which will include the amounts of the deposit and full fee balance. The initial deposit must be paid within three days on <a href="https://www.DallasAnneDuncan.com">www.DallasAnneDuncan.com</a>. \*\*\*Please note that if the contract does not go out immediately, there will be a grace period of payment due of at least one week following. \*\*\* Please click under the "Shop Witchling Boudoir" tab to find the photo booking site. The remaining balance will be due on the day before your session. It may be paid at the same link.

If the deposit is not received within three days of the email invoice being sent, the date will reopen at the discretion of Dallas Anne Duncan, and you may be subject to a 10 percent late fee to re-secure your date. It is your responsibility to abide by the terms of this contract, thus Dallas is not responsible for telling you the date has been reopened and she has the right to book another session for that date.

Should your final balance payment not be paid by the day of your session, you may be subject to a 10 percent late fee and your edited images will not be released until the balance is paid.

Should your session be scheduled for a location that requires payment for being used as a photo location, that amount will be included in your session deposit amount due. Actual reservation of the location will be handled by Dallas once the deposit is paid. Failure to pay your deposit within three days of your email invoice (or the grace period) being sent out could be considered forfeiture of the location, and a second location must be selected in order to continue with your session on that date without another deposit being required.

Sessions booked outside of the Athens and Augusta areas {Barrow, Clarke, Columbia, Lincoln, Madison, McDuffie, Oconee, Oglethorpe, Richmond, Warren and Wilkes counties} are subject to a \$100 travel fee plus the cost of any hotel lodging that may be required if Dallas needs to arrive the night before or stay the night of a session.

# CANCELLATIONS>>

If a session is scheduled outdoors and needs to be rescheduled due to poor weather, the date may be moved one time without incurring an additional non-refundable deposit.

For all other instances, the deposit can be credited toward a future session if you provide 72 hours' notice of need to cancel. Cancellations within 72 hours will be subject to the full session fee due on the initially selected date as referenced above.

#### T I M E >>

It is your responsibility to arrive on time, dressed and prepared for photographs. Should you be late to arrive, time will be deducted from your session. If you are more than 20 minutes late, Dallas Anne Duncan has the right to leave and the non-refundable deposit will not be able to be moved to another date. In addition, you will be subject to the full session fee as referenced above.

Should Dallas Anne Duncan be late arriving for any reason, the time she is late will be added to the session. If her tardiness is by more than 20 minutes, you have the right to move the date without an additional deposit being necessary.

Sessions that go over the allotted time will be charged an additional \$35 per 15 minutes of length, if you wish to continue photographing and there is not another session following yours. Each additional full hour of photography will be subject to an additional \$150 fee.

#### DURING.YOUR.SESSION>>

It is your responsibility to arrive on time, dressed and prepared for photographs. Should your session include more than one outfit, it is your responsibility to change clothes, hair and makeup in an efficient manner so as not to lose time during your session or be subject to additional fees for session length.

For a group session, your photos will include individual portraits as well as group photos.

For an individual who wishes to bring a family member or friend along, such as for graduation portraits, your guest will not be permitted to be in any photos free of charge. Should you wish to have an additional guest in your individual photos, your session will be subject to an additional \$35 fee per person.

Guests are expected to remain to the side and quiet during the photo session, unless specifically asked for input or to assist in some way. No cell phones or cameras other than those of Dallas Anne Duncan may be used during a photo session, either by yourself or a guest.

#### P O S T – P R O C E S S I N G >>

Photo editing times are typically expected to be within six weeks for all edits. Please note wedding sessions may take up to eight weeks. Dallas Anne Duncan reserves the right to choose which photos from the session to edit and send to you.

At the time of securing your date, you are responsible for deciding which level of edits you would prefer.

- Basic edits are part of your package and include color correction, background clean-up and blemish removal.
- Advanced edits include skin smoothing, tattoo removal, teeth whitening, advanced background element removal and specific aesthetic edits you may choose to request. Advanced edits are priced at \$35 per photo OR \$300 for full session images for non-wedding sessions. Wedding session advanced edits for full session are \$1,500.

Please note that advanced session edits may take an additional two to three weeks for delivery.

Once all images are edited, they will be uploaded to a Dropbox gallery and that link will be emailed to you for you to download and use, as permitted below.

## SHARING+COPYRIGHT>>

All images shared on social media, websites or blogs should be credited in the caption or webpage footer to Dallas Anne Duncan, <u>www.DallasAnneDuncan.com</u>. The business can be tagged on Facebook by that name, and tagged on Instagram as @dallasanne319. If you submit any images to publications or websites, such as to be used in an advertisement, you must request a watermarked image from Dallas Anne Duncan that has her logo present, and such photos must be credited to Dallas Anne Duncan, <u>www.DallasAnneDuncan.com</u>. Failure to do so is a copyright infringement.

Images shared online are prohibited from being edited further in any way, including adding filters on Instagram. Should any such content be uploaded, this is considered a copyright infringement and will be reported for removal.

Dallas Anne Duncan has the right to share any and all images taken during these sessions on her social media and website, as well as in advertisements for her business. For boudoir sessions, she will only share "face" images with explicit client permission.

## NATURAL.LIGHT>>

Dallas Anne Duncan prefers to shoot without flash in natural light settings outdoors, with a high preference given to morning and late afternoon "golden hour" scheduled times. Should you choose a time or indoor location with inadequate lighting, and are dissatisfied with the final product images, you are not able to request a refund and Dallas Anne Duncan has no obligation to repeat the session.

# LIABILITY >>

If Dallas Anne Duncan cannot perform this contract due to illness, emergency, natural disaster or any other cause beyond the control of herself or yourself, then she shall return the deposit fee but shall have no further liability with respect to the contract. This limitation on liability shall also apply in the event that any tangible or digital photographic materials are damaged in processing, lost through equipment malfunction, lost or damaged in the mail or otherwise lost or damaged without fault of the photographer. In the event Dallas Anne Duncan fails to perform for any other reason, she shall not be held liable for any amount in excess of all monies paid.