

TERMS & CONDITIONS AGREEMENT

Definitions

The Photographer:

Dale Lalonde Photography

The Client:

Any person, body of persons, firm, or Company with whom the Photographer enters into a contract for the sale of goods or provision of services by the Photographer.

Proof:

Samples of all edited photos, in which Dale Lalonde Photography (The Photographer) holds all exclusive rights to. These cannot be saved to Client's computer, used on social networking sites, or printed, and will contain either Dale Lalonde Photography's logo, watermark, or proof stamp. All full sessions include 25+ proofs, and assigned mini-sessions include 15 proofs.

Sitting Fee:

Price including all "non-tangible" portions of the photography session. This includes, but is not limited to The Photographer's

TIME: time spent PREPARING for shoot, time spent DURING the shoot, and time spent EDITING the shoot.

Preparing: Includes but is not limited to time e-mailing, setting up studio (bringing out necessary props, reconfiguring lighting for shoot, sanitizing props that may be used with newborns and children, and so on).

During Shoot: Session fee for newborns always includes a block of 3 hours for the shoot. Standard Sessions in studio up to 2 hours, Standard Sessions on-location includes travel time.

Post-Production: Each photo takes approximated 20-30 minutes in post processing. Every full session includes 20-50 edited proofs, Mini-Sessions include 10-15. This also includes time spent setting up Client's online gallery and personalized shop. Also included in the session fee is general expense and wear and tear of props and equipment (including but not limited to memory cards, lighting, light stands, diffusers, light bulbs, beanbag poser, props, camera, lenses, and editing equipment).

Digital Purchases:

High-resolution digital copies of the final images. When purchased, Client receives license for Royalty-free for personal use. The owner ("Owner") of the copyrighted photograph or video being purchased (the "Work"), hereby grants you the non-exclusive, non-assignable, non-sub licensable, and perpetual right to use, reproduce and distribute the copyrighted Work for personal

non-profit purposes, and to incorporate the copyrighted Work, in whole or in part, into derivative works for non-profit distribution.

You are prohibited from using the Work for any other purpose, including: using, reproducing or distributing the Work and/or materials incorporating all or any part of the Work for profit; selling or distributing electronic copies of the Work as standalone files or as part of a product from which a person is able to extract the Work as a standalone file; distributing the Work in or as part of an electronic template (e.g., as an image available in a word processing or web page creation application) intended to be reproduced by third parties on electronic or printed products; or using the Work as part of a trademark, service mark or logo.

Owner retains all other rights in the Work and any derivative work, including without limitation, the right to use, copy, sell, license, and distribute copies of the Work in all markets and territories. In consideration for the grant of this non-exclusive license, you agree to pay Owner the amount specified, due and payable immediately prior to your downloading a digital copy of the Work. This Agreement shall be construed and enforced in accordance with the laws designated by Owner, now or in the future.

Booking and Rescheduling

The \$50 booking deposit, required of all sessions, is nonrefundable, with the exception of rain dates for outdoor sessions. Clients are permitted one rescheduled session if rescheduling request is made at least 48 hours before the session. After one permitted rescheduling, any further rescheduling will require an additional booking fee of \$50 to hold your spot.

Sole Photographer During Session

During your photography session with Dale Lalonde Photography, the Photographer (Dale) will be the ONLY person permitted to take photos. Parents, friends, family, and anyone else attending the session is NOT permitted to take any photo with cameras, camera phones, tablets, etc. Doing so will result in end of session.

Facebook Sharing and Other Social Media

It is understandable that the Client might want to post their new photographs on the Internet via Facebook, Twitter, Tumblr, Instagram, and/or any other social media outlets. This agreement will serve to allow posting low-resolution or high-resolution photos to social media sites, only in the case that Dale Lalonde Photography is credited and that photos are NOT altered with editing or filters. Additionally, it is understood that the client will NOT remove, or have removed, watermarks from Internet images Dale Lalonde Photography has uploaded to Facebook or his website, or from the low-resolution images offered for free to clients who have purchased prints. The Client and family members can purchase photographs that do not have a watermark.

You are permitted to click the “share” button on any photos posted to Dale Lalonde Photography’s Facebook page. Sharing can NOT be done via screen shots of photos on Facebook or the Proofing gallery.

Proofs and Ordering

Your portraits will be available on Dale Lalonde Photography's website, in a gallery to view and proof prior to ordering prints. Final edited proofs will be available 4 to 6 six weeks after the date of the session. Proofs will be available for three months and then the gallery will expire. Clients may request a re-opening of their gallery after it has expired. An unarchiving fee of \$40 will be incurred. Upon receipt of payment your gallery will be live for 14 days.

Edits

Dale Lalonde Photography reserves the right to edit and release only the images that are deemed creditable as professional in quality and within Dale Lalonde Photography's standards. The photographer enhances photos via corrections to contrast, lighting, and color, as well and removal of baby acne, rashes, and accidental last minute scratches, bumps, etc. Dale Lalonde Photography does not change any inherent qualities of a person, as it is considered a "cosmetic edit" and will be \$20 per photo if it is requested by the client after seeing the edited proofs. Cosmetic edits include, but are not limited to: removing unwanted facial hair, adding hair to balding head, changing hair color, changing shape of nose, eyes, body, etc. It is requested the client take care of all cosmetic changes before the shoot if they do not wish to have gray hair, facial hair, etc in final photos.

Once again, edits are solely made by Dale Lalonde Photography, any edits by clients or family members to digital files will void contract and close gallery from future re-openings.

Copyright and Reproductions

Dale Lalonde Photography (The Photographer) shall own the copyright on all images created and shall have the exclusive right to make reproductions and edits of any kind. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, website, or for display within or on the outside of the Photographer's studio.

Deposit and Payment

The Client shall make a deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. Balance shall be paid in full during or before the session for the service to be provided. Dale Lalonde Photography accepts cash, checks, and all major credit cards. A \$20.00 fee will be imposed for any returned checks.

Client's Usage

The Client is obtaining photography services for personal use only, and shall not sell said prints. If Client is obtaining a print for newspaper announcement of the wedding, editorial use or website, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall run a credit for the Photographer adjacent to the photograph. If Client is obtaining photography services for commercial use, Client shall give photographer credit where applicable,

and agree to post advertisements and/or business cards on behalf of The Photographer at their place of business.

Client is never permitted to edit or alter any photo that is copyright of Dale Lalonde Photography.

Inherent Qualities

Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes as well as DVD or CD media which may deteriorate due to delamination and oxidation, and Client releases Photographer from any liability for any claims whatsoever based upon the deterioration due to such inherent qualities.

Additionally, The Photographer is not responsible for inevitable low-quality resulting from Client printing from any and all non-professional printing labs, including, but not limited to Walmart, Blacks, etc. It is to be noted that Dale Lalonde Photographer suggests printing from professional printing labs such as mpix in order to receive highest quality prints.

Failure to Perform

If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement.

This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

Portrait Care

Handle your portraits with extreme care. Damage incurred as a result of improper handling, framing or hanging is the responsibility of the client.

Safety

Dale Lalonde Photography reserves to right to terminate coverage and this contract, and leave the location of the event(s) if the photographer representing Dale Lalonde Photography experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the event(s). In such circumstances, the retainer fee and any deposits paid will be non-refundable.

Severability

If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

Miscellaneous

This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of Ontario.