



# ETHAN AVERY PHOTOGRAPHY

## Birth Photography Contract

Name \_\_\_\_\_ Phone number \_\_\_\_\_

Email \_\_\_\_\_ Alt phone number \_\_\_\_\_

Address \_\_\_\_\_

Due Date \_\_\_\_\_ Birth Location \_\_\_\_\_

Labor Partner's Name \_\_\_\_\_ Phone number \_\_\_\_\_

Family members, friends, or doula planning to attend the birth (names and relationship)

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**ENTIRE AGREEMENT:** This agreement has been freely negotiated and contains the entire understanding between Ethan Avery Photography and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, which does not mean that any other provision is also waived. Likewise, 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.

**RESERVATION:** This signed agreement and full payment of the package fee are required to reserve the weeks surrounding your due date.

**CANCELLATION:** No refund is given for services canceled within 60 days of the CLIENT'S due date. Services canceled prior to 60 days receive a refund of 75%.

**PRE-BIRTH CONSULTATION:** Both parties agree to a pre-birth consultation during the third trimester in order to discuss the birth plan and CLIENT'S request list for specific photographs and preferences.

**EXCLUSIVITY:** Ethan Avery Photography shall be the only hired photographer for this event. Family members and friends are permitted to take photos. Ethan Avery Photography is not to be held responsible for images missed due to family or friend interference.

**COVERAGE:** Coverage begins at active labor and continues until one hour after the birth. The photographer is on call 24 hours a day during the time surrounding CLIENT'S due date. The CLIENT is responsible for contacting Ethan Avery Photography during early stages of labor, immediately before leaving for the hospital, and again when the doctor or midwife confirms active labor. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. Images determined by the photographer to be substandard or duplicated may be edited out. The Photographer will use her professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to CLIENT.

**HOSPITAL GUIDELINES:** The photographer is limited by the guidelines of the hospital policies. CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the staff for moderation of guidelines is CLIENT'S responsibility.

**LIMIT OF LIABILITY:** In the unlikely event that the photographer is injured or becomes too ill to photograph the birth, Ethan Avery Photography will make every effort to assist the CLIENT in finding a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the birth photography package. Ethan Avery Photography takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Ethan Avery Photography's control, Ethan Avery Photography's liability is limited to the return of all payments received for the birth photography package.

**COPYRIGHTS:** The photographs produced by Ethan Avery Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Ethan Avery Photography's explicitly written permission. Upon purchase of the digital files by the client, limited copyright ownership of the resulting images will be transferred to the client under the following conditions: The digital negatives or prints are the property of the CLIENT for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives and not to be used by the client for profit.

**DIGITAL FILES:** Upon receipt of a photo DVD, the CLIENT accepts all responsibility for archiving and protecting the photographs. Ethan Avery Photography does not permanently archive image files. Ethan Avery Photography is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is CLIENT'S responsibility to make sure that digital files are copied to new media as required.

**MODEL RELEASE:** The CLIENT hereby grants to Ethan Avery Photography and its legal representatives and assigns the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases Ethan Avery Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

**COMPLETION SCHEDULE:** Digital processing may take up to four weeks to complete.  
Please note that print and product prices are subject to change without any prior notice.  
I have read and understand the terms above. I hereby agree to the terms of this agreement.

**UNFORSEEN CIRCUMSTANCES:** Please have your own camera and video equipment packed for your birth just in case. Some births happen very, very fast and although the photographer does everything she can to ensure she will make it to the birth within 30 minutes from the initial phone call confirming labor, traffic can/does happen. If photographer misses the actual labor and birth, once photographer arrives she will still capture all those great family moments at the hospital and will offer the newborn session as well as digitals from the session in exchange.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Ethan Avery Photography  
11138 Ellison Ridge Drive  
Richmond, TX 77406

Please call Andrea at: 832.338.0679 at the first sign of labor!