

THIS AGREEMENT is made on

BETWEEN Tanya Friend trading as **Tanya Friend Photography and Breed of Their Own** (Tanya)
AND _____ (name)

_____ (address) (Client)

1. Provision of Photography Services

1.1 The Client agrees to and accepts the following photography package:
_____ (Package)

1.2 Tanya agrees to provide photography services to the Client (Services) on the terms and conditions of this agreement, and, where applicable, on the terms of the Package.

2. Client Acknowledgments

The Client acknowledges that:

- (a) The photographs, reproductions, electronic files, negatives and all rights in the photographs, reproductions, electronic files and negatives are Tanya's sole property.
- (b) Tanya has the full and free right to deal with the photographs, reproductions, electronic files, negatives in any manner and for any purpose whatsoever.
- (c) All exposures of the photographs taken are at Tanya's discretion and which, in Tanya's opinion, best suit the day.
- (d) The number of photographs taken by Tanya will be at her sole discretion but will be the maximum of her ability on the date of provision of the Services.
- (e) The location/s for the provision of the Services have been discussed and agreed upon.
- (f) All decisions on the preference of colour and black and white are at the discretion of Tanya.
- (g) It has discussed the style of photographs that Tanya offers and confirms it is happy with the style of photographs Tanya offers.
- (h) All decisions on the artistic style of the photographs will be at the discretion of Tanya.
- (i) Tanya has discussed and explained all matters that she reasonably believes the Client needs to know about the provision of the Services and, where applicable, the Package.
- (j) It understands the Services and Package agreed to.

3. Payment

The Client will:

- (a) pay a non-refundable deposit of \$200 on the day of booking the Services and/or Package; and
- (b) pay the balance of the Package price at least 7 days prior to the date for the provision of Services unless other arrangements have been specifically made.

4. Use of Photographs by Client

4.1 The Client must not use or display the photographs in any public or social media, including any form of electronic media, without Tanya's prior consent.

4.2 If the Client displays, or arranges for the display of, any photographs in a newspaper, magazine, on face book, the internet, or any other form of public or social media, including any electronic form of media, the Client will ensure the Tanya Friend Photography Byline is displayed on all photographs.

5. Use of Photographs by Tanya

5.1 The Client gives Tanya the exclusive, unrestricted and irrevocable right and permission to copyright and use, re-use, publish, and republish photographs of the Client or taken for the Client, in any manner at all, in whole or in part, modified or altered either by themselves or in conjunction with other photographs, in any medium or form of distribution and for any purpose whatsoever, including, without limitation:

- (a) All promotional and advertising uses,
- (b) Non commercial and commercial display,
- (c) All trade purposes, including commercial sales,
- (d) Broadcasts,
- (e) Exhibitions,
- (f) Illustration,
- (g) Art, or
- (h) or any other purpose whatsoever.
- (i) for use in and marketing of a publication of a book called Breed of Their Own

5.2 The Client waives any right that the Client may have to examine or approve any photographs before they are used under **clause 5.1** of this agreement.

6. Indemnity & Release

6.1 The Client releases Tanya and her legal personal representatives or assigns, officers, employees and agents against all damages, loss or liabilities, claims and actions and costs of those claims or actions which arise out of the performance by Tanya or her employees, contractors or agents of her obligations and/or rights under this agreement and which the Client may otherwise have had against Tanya.

6.2 The Client indemnifies Tanya and her legal personal representatives or assigns, officers, employees and agents against all damages, loss or liabilities, claims and actions and costs of those claims or actions which arise out of the performance by Tanya or her employees, contractors or agents of her obligations and/or rights under this agreement.

6.3 The Client confirms that:

- (a) this agreement is signed by the Client willingly, and
- (b) the Client is not a minor,
- (c) the Client has read this agreement prior to its execution and fully understands the agreement,
- (d) this agreement will be binding upon the Client and its heirs, legal personal representatives and assigns.

EXECUTED AS AN AGREEMENT

Executed by)
 Tanya Friend)
 in the presence of:)

Witness

Tanya Friend

(print name)

Executed by)
 _____)
 (client name)
 in the presence of:)

Witness

Signature

(print witness name)

(print client name)

Executed by)
(client name))
in the presence of:)

Witness

Signature

(print witness name)

(print client name)