



Client Information

Session Date: _____ Session Time: _____

Name: _____

Address: _____

Email: _____

Home Phone: _____ Session Fee: _____

Work Phone: _____ Number of Subjects: _____

Mobile Phone: _____ Referred by: _____

Names of subjects and date of birth:

_____	_____
_____	_____
_____	_____
_____	_____



I give permission to *Peter Trainer Photography* to use the images created during my session for professional purposes. These may include, but are not limited to, using images for his portfolio, website, advertising, display, contests, and peer review.



I am at least 18 years of age and am either the image subject or the image subject's parent or legal guardian and have the right to sign for the use of his/her images. I have read the policies, and I agree to abide by all policies. I also understand that a **minimum order of \$_____** is required and is **due the day of the booking**.

Signature: _____

Date Signed: _____

Please complete these forms, and mail them along with your session fee payment to the address listed below. Do NOT send cash. If your payment is not received, your appointment may be cancelled without notice. Please make cheques payable to:
Peter Trainer
PO Box 1583
Noosaville BC, 4566

INITIAL





Policies

Copyright Information: All images are copyrighted by Peter Trainer Photography. It is illegal to copy or reproduce these photographs in any manner. Violations include, but are not limited to, making illegal copies, scanning, and printing from home or at any other photo

processing site, downloading from our website, using images as a screensaver or desktop background, uploading images to websites, putting images on photo products, making your own announcements/invitations, etc. Violators of this Federal Law will be subject to its civil and criminal penalties. As an Artist, Peter Trainer wishes to maintain complete control over the print quality, finishes, and presentation of the images and any reproduction outside of our studio may lower the quality of the image and damage our reputation for superior images.

Thank you for respecting Peter's work and livelihood by choosing not to reproduce his images.

Peter Trainer Photography reserves the right to use any image for display, publication, or other purposes.

Session Fee: The session fee pays for Peter's time and talent. It does not include any finished images, unless otherwise stated, and is not part of the \$____ minimum investment. The booking fee is due within 5 days of scheduling your photography session. Your appointment cannot be reserved until the session fee is paid, so please submit the session fee payment along with these forms as soon as possible. Due to our limited schedule, session fees are non-refundable but may be applied toward a rescheduled session with a 48-hour cancellation notice. The session fee will be forfeited if a session is cancelled without rescheduling or if the session has been rescheduled more than once. No-shows will not be refunded, nor will they be rescheduled.

On Location sessions: Please be aware that outdoor sessions may need to be rescheduled in the event of inclement weather. If a permit or fee is required to conduct a session in a client's desired location, the client will be responsible for obtaining the permit and any costs involved.

Locations outside a 30 kilometer radius of the studio are subject to a travel fee. Multiple locations will incur a fee of \$25 per additional location. Please contact Peter for details.

Minimum Investment: A \$ retainer will be collected the day of your session. This is the minimum order requirement. Any outstanding order balance is due at the time of the presentation session.

Under the Weather: If you are sick, please call to reschedule. Sick people do not like to be photographed and we know that you will not love your images nearly as much as if he or she was in good health. If you must cancel, please try to do so as soon as possible.

Rescheduling Fees: A \$25 rescheduling fee will be applied to all appointments if a 48-hour notice is not given. This applies to sessions, ordering appointments, and order pickups.

All cancellations and rescheduling must be made by phone, not e-mail.

Arrival Time: Please arrive on time! It is to your advantage to be on time and ready to start the session. Starting late means you will have fewer images to choose from. Clients arriving more than 15 minutes late will be asked to reschedule, and the \$25 rescheduling fee will be applied.

Additional People at the Session: Please bring only the people to be photographed or in the case of children, parents are of course welcome. Please do not bring personal assistants, nannies, caregivers, other family members, or friends. Having additional persons present is very distracting for those being photographed. This is especially important with children sessions, as we need their full attention on the photographer rather than looking at what is going on around them. Also, please do not bring any pets to your session. Thank you for your understanding in this matter.

Viewing Your Images: Your images will be shown to you about 3-4 weeks after your session during a private presentation session. We will call you to schedule the appointment. Your images will be shown via a slideshow presentation (the slideshow will be available for purchase). *We do not have proofs or contact sheets to give out at the appointment for you to take home with you.* Please be sure everyone who is involved in making the final decision in your image investment is present. Should you need another appointment, a \$25 fee will be charged. You are welcome to bring friends or other family members to the presentation session so that they may place their own order.

INITIAL





If you are not able to make your scheduled presentation appointment, please call the studio within 48 hours to avoid the \$25 rescheduling fee.

Children are always welcome in our studio. However, they may become restless during the presentation session, which typically lasts at least one hour. Please plan accordingly for your child.

Online Proofing: If you have chosen the option to view your images via an online web gallery, you will receive an e-mail with a link to your gallery approximately 3-4 weeks after your session. Your gallery will be active for 10 days. We must receive your order within the 10-day gallery activation period, or your \$____ minimum order credit will be forfeited, no exceptions. A

10-day gallery extension is available for a \$40 re-activation fee. Please note that your \$____ minimum order credit cannot be applied towards the purchase of a gallery extension. Your gallery cannot be re-activated until the \$40 payment has been received in our studio.

Photographic Rendering: While we do capture many images during your session, you will see only those images selected by the photographer for previewing. Each finished image is carefully rendered by the photographer to ensure maximum artistry and technical perfection. Images with eyes closed, heads turned, duplicates, etc. will not be shown and are removed from our archives permanently. All images are photographed in color, but are available in black and white or sepia for no additional charge.

Basic Touchup: All final images include basic retouching, which include the removal of minor blemishes, small spots or scratches, small bruises, or single stray hairs. Anything beyond that is considered extensive retouching, and is subject to an additional artwork fee of \$50/hour (minimum one hour). Extensive retouching include the removal of braces, whitening of teeth, head swapping, substantial acne or redness in the face, glass glare, or body slimming. Please contact Peter to discuss your touchup options.

Design Fees: A \$50 design fee will be applied to graphic designs. You will be provided with a proof via e-mail for approval. Please review it carefully, as we are not responsible for errors such as the spelling of names, dates, and quotes after your approval has been made. Changes to designs can be made one time without incurring additional design fees. Thereafter an additional \$50 design fee will be charged.

Slideshow Music Information: If you decide to purchase a slideshow, Peter will select and purchases individual music files from the internet on your behalf. The fee for the music file is automatically included in the cost of the slideshow. If you purchase a slideshow, and would like to bring in your own music to use, a \$25 conversion fee applies.

Image Delivery Time: Please allow 3-4 weeks for your order to be completed after payment has been made in full. Canvases, collages, handbags, jewelry, and other specialty items may take longer. You will be notified by telephone when your order is ready for pickup.

Rush Orders: Orders needed before the 3-4 week time period will be considered "rush orders" and charged a \$100 rush fee.

Payment: All image orders must be paid for in full at the time of ordering. A 10% GST will be added to your order. Acceptable forms of payment include cash, credit card, cheque, or money order. Please make cheques payable to "Peter Trainer". Returned cheques are subject to a \$25 non-sufficient funds fee and must be replaced with another form of payment.

Payment plans are available for orders \$750 or greater.

All Sales Final: Due to the custom nature of this work, all sales are final. No substitutions, exchanges or refunds are available after placing your order. Replacement will only be given in the case of damage caused by the studio. You will be required to sign a Delivery Acceptance form when you pick up your order, so please inspect each image carefully before leaving the studio. Once signed, the transaction will be closed.

Handling Your Images: When picking up your order, you will be given a guide on how to care for your images. Please read the information carefully, as damage incurred as a result of improper handling, framing, or hanging is the responsibility of the client.

INITIAL





Album Policy: Often times Peter Trainer will show an image in both black and white, and color. When purchasing a session album, you will not receive both versions of an image; rather Peter will include whichever version is artistically more appealing.

Reprints: All ordered images are kept on file for one year from the date of your session. All images that are not ordered will be purged from the system after 30 days, and will not be available for ordering thereafter. Files are archived 30 days after the presentation session, and any order placed after that time period requires a minimum \$50 reorder and a \$25 retrieval fee. Reprint prices will reflect current price list at the time of reordering.

Prices Are Subject To Change Without Notice: Prices are guaranteed for a period of 30 days following the date of the image session. Items purchased more than 30 days after the date of the session will be priced according to the most recent price guide.

Exclusive Photographer: No camera, camcorder, or other recording device of any kind, other than the photographer's, is permitted during the image session for both studio and location.

Wiggly Kid Clause: Parents, it is your responsibility to keep your children under control during the session. If your child chooses to constantly act up and be disrespectful, Peter will have no other choice but to stop the session. If the session is stopped due to this reason, there will be no refunds! Also, please keep watch of your children around lighting, backdrops, etc. We appreciate the playful nature that children possess. However, playing with the equipment is not permitted due to safety and cost reasons. Thank you!

Satisfaction Guarantee: If you are not satisfied with your images, please notify Peter at the time of your presentation session. A re-shoot will be scheduled at no cost to you. Subjects must wear the same clothing and be photographed at the same location.

All images will be purged after a session

Right of Refusal: All policies set forth by Peter Trainer Photography have been implemented to provide all clients with the best possible service and the best possible price. The points outlined in this document are non-negotiable. If there are any policies with which you (the client) cannot comply, perhaps Peter Trainer Photography is not the right photographer for you. Please treat Peter with the respect he deserves, and Peter will show you the same courtesy. If, for any reason, Peter Trainer does not feel able to provide you with the services you require, another photographer may be recommended. Peter Trainer reserves the right to refuse service to any client who knowingly and intentionally disregards any of the aforementioned policies.

Right of Peter Trainer and Icon Studios

When working with a professional photographer it is quite possible that an unalterable assignment forced him to cancel a session. If Peter Trainer cancels all of the package fee will be refunded to the model minus PayPal handling charge or bank transfer.

Peter Trainer will not be responsible for any additional costs such as travel. In case of travel please purchase refundable tickets and travel insurance.

There will be no more than 2 models shot at a time for the starter packages, due to lack of experience with beginner models each model requires significantly more time to achieve the right facial expressions etc. I prefer to shoot 1 model with no other model present or waiting to concentrate my full energy on the individual. With the professional package there will be only 1 model present during the shoot, unless shoot requires more than one model to achieve desired image for portfolio or magazine syndication.

Hair and makeup and salon services all hair, makeup and spray tanning services will need to be paid on day of service directly to salon. Icon hair and makeup artistry accepts credit card, debit card or cash payments. All prices are on application and will be quoted to you on your booking date. Icon hair and makeup artistry offers full hairdressing services

INITIAL





such as style cuts, colours, extensions etc as well as photographic make up and spray tans. If model is chosen for magazine or calendar shoots this service will still need to be paid by the model on the day of shoot.

Model Packages with all model packages there is a 48 hour cooling off period for change of mind, however fees will be deducted by an hourly rate for time spent with model going over package details. The hourly rate for professional advice within the modeling industry is charged at \$100 per hour. After the 48 hour period work would have began with editing, airbrushing and web design, for this reason there are no refunds after this period as all these professionals need to be paid for their time and expertise. For further information on refunds or cancelations please refer to the refunds section and the special circumstances section.

Magazine syndication. One of my primary goals is to shoot high-quality images for magazines worldwide. With each model I will discuss the possibility of sending her images to my magazine clients. To do so I must obtain a signed release and copy of the models identification just as if you were applying for a job. There is no guarantee a models image will appear in a magazine as I am not a magazine editor.

With select models I may edit more than the listed number of photos in the package to meet the needs of the individual publishers. You are not required to sign a release if you do not wish to appear in a magazine. If a model appears in a magazine part of her package cost may be refunded to her depending on amount of sale.

Weather: With shooting on location there are different weather challenges. There are no refunds for bad weather. While it is my intention to shoot outdoors if it is a rainy day we will move the shoot to an indoor location.

Refunds: There will be no refund for any fees unless the photographer cancels and no previous work has been done with the client in question. If the photographer cancels the package fee will be refunded to the model minus PayPal handling fees or bank transfer. If work has already been started on a package you will need to refer to the special circumstances section and another suitable time will be arranged for both parties.

Special Circumstances: If your circumstances change out of your control such as an injury, death in the family, the photo shoot can be put on hold until a suitable time can be arranged by both parties.

Expenses. If this form is being used as an Estimate, all estimates of expenses may vary by as much as ten (10%) percent in accordance with normal trade practices. In addition, the Photographer may bill the Client in excess of the estimates for any overtime which must be paid by the Photographer to assistants and freelance staff for a shoot that runs more than four (4) consecutive hours.

Payment All deposits must be paid on the day of booking. Deposit required is 50% of total fee unless other arrangements have been organized. Remaining balance must be paid on the day of shoot before shooting commences. Payment options are PayPal, credit card, debit card, bank transfer or cash. Personal cheques will only be accepted if paid 2 weeks prior to shoot to ensure clearance. If an arrangement has been made to pay for a shoot over a period of time a 10% surcharge will apply and interest will be added to any late payments. We also offer Ezi-Pay which is a monthly direct debit system. You will need full time employment record as well as proof of identification, bank or credit card details for approval.

Reshoots. If the Photographer is required by the Client to reshoot the assignment, the Photographer shall charge in full for additional fees and expenses, unless (a) the reshoot is due to Acts of God or is due to an error by a third party, in which case the Client shall only pay additional expenses but no fees; or (b) if the Photographer is paid in full by the Client, including payment for the expense of special contingency insurance, then the Client shall not be charged for any expenses covered by such insurance in the event of a reshoot. The Photographer shall be given the first opportunity to perform any reshoot. Photographer's Insurance will only cover the cost of retrieving content if possible, storage media and equipment, and not the actual value of the content, which will need to be reshot as there is no insurance available to cover the value of the content.

INITIAL





Cancellation. In the event of cancellation by the Client, the Client shall pay all expenses incurred by the Photographer and, in addition, shall pay the full fee unless notice of cancellation was given at least 30 days prior to the shooting date, in which case fifty (50%) percent of the fee shall be paid. For weather delays involving shooting on location, Client shall pay the full fee if Photographer is on location and fifty (50%) percent of the fee if Photographer has not yet left for the location.

Releases. The Client shall indemnify and hold harmless the Photographer against any and all claims, costs, and expenses, including attorney's fees, due to uses for which no release was requested or uses which exceed the uses allowed pursuant to a release

Additional Usage. If Client wishes to make any additional uses, Client shall seek permission from the Photographer and pay an additional fee to be agreed upon.

Authorship Credit. Authorship credit in the name of the Photographer, including copyright notice if specified by the Photographer, shall accompany the photograph(s) when it is reproduced, unless specified to the contrary on the front of this form. If required authorship credit is omitted, the parties agree that liquidated damages for the omission shall be three times the invoiced amount.

If you have any questions about these policies, please don't hesitate to ask.

Signature X _____

Date Signed _____

Peter Trainer Photography - (07) 5455 6337
www.petertrainerphotography.com
email: peter@petertrainerphotography.com

Client Name:
Session Date:

INITIAL





Copyright Law

The “Copyright Law” is a **federal law** that is designed to protect the income of artists, composers, writers, and photographers. It says that the creator of a work (a photograph, etc.) owns the exclusive rights to make and sell copies of that work. In plain English, this means that only the photographer who took your images can make additional copies for you.

Did you know that the following actions constitute copyright infringement?

- Scanning images for electronic distribution (emailing), desktop wallpaper, screensaver, or any other digital use
- Copying and printing a photograph in any form, including using a self-service Kodak™ picture maker, other processing site, or printing at home
- Downloading images from a photographer’s website or image gallery
- Putting images on photo products, such as announcements or invitations.
- Uploading images to websites

Why can’t I make my own copies?

Many people think that because they have purchased a photograph they have the right to make additional copies. That’s simply not true. If you like a photograph so much that you need additional copies, then the photographer must have done a good job. She deserves to be paid for that job.

The copyright laws exist to ensure that photographers and other artists get paid for their work. If you came to a photography studio, had a photo taken, only purchased a small print, then had copies made elsewhere, one of two things would happen: The photographer would soon go out of business, or the price of that small print would have to go way up so that the photographer could make a living. That’s not fair to the other clients of the studio. ****Only Models can use images online for portfolios***

What are the penalties for copyright violations?

The law is very clear.

Copyright infringement is a felony and is punishable by civil and criminal penalties. The law also specifies damages at \$150,000 per infringement.

But extra copies cost more. Yes they do! *Stealing is always cheaper than buying the product...*and making illegal copies is stealing from the person who has worked so hard to create your memories for you. Photographers charge more than the copy shop or the discount store’s photo lab. That’s because it costs more to create an image than it does to copy one. Don’t compromise the quality of a professional product by having discount copies made. Doing so damages the reputation of your photographer when you display this less-than-ideal replica as “their” work when it is not at all what they would approve. It also compromises their income and is against the law.

Please sign and date that you have read and agree with the above copyright information.

INITIAL

