# Now for the boring stuff!

Welcome to the terms and conditions of our wedding photography and videography services. We know this part isn't as exciting as planning your big day, but it's important to ensure that everything goes smoothly and that we're all on the same page.

Please take a few moments to read through these details carefully. They cover the essentials like booking, copyright, usage rights, and other key aspects of our agreement. If you have any questions or need further clarification, feel free to reach out. We're here to make your wedding day as magical and stress-free as possible!

Tara & the Desert Rose team

# Terms and Conditions:

#### 1. Exclusivity

 The Photographers and Videographers shall be the exclusive photographers retained by the Client for the purpose of the photography and video session unless otherwise agreed upon in writing.

#### 2. Deposit & Confirmation of the Shoot

- The Client confirms they will pay a non-refundable deposit confirmed by the team to guarantee the Photographer and Videographer's availability for the shoot day.
- o An invoice will be sent using an online invoice system via Tara Atkinson Photography.
- The invoice will list the "final deposit day." After this date, prices and availability are not guaranteed and are subject to increase
- The invoice must be signed electronically and dated by both parties. It will act as a confirmation for the terms and conditions listed here on the website page: www.desertroseweddings.com/termsandconditions
- o These terms and conditionals will be a reference for the work provided.

# ${\it 3.}\, \textbf{Copyright and Reproductions}$

- The Photographer and Videographer own the copyright to all images created and retain exclusive rights and all
  intellectual property of the images. The RAW images will remain with the Desert Rose Weddings and Tara Atkinson
  Photography in any circumstances; if copies are provided, they will be converted into usable TIFF files and only agreed
  upon in writing, fees will occur if requesting RAW photos.
- Entry in photographic contests, editorial use, website, marketing, or for display within the Photographer's studio are the
  rights of the Photographer. The Photographer will seek approval from the bride if the images are shown in the public
  domain.

### 4. Photographer's Style

The Client understands that the Photographer and Videographer will capture and edit photos and video within their
own personal style even if references have been shown. The client has confirmed that they have viewed the full albums
of other weddings and understand what to expect from composition, lighting, tone and editing of the photography. If the
Client is unhappy with the editing, it is subject to discussion, and up to one change per photo or video will be permitted.
Any editing or retouching after this point will be subject to a fee.

#### 5. Client's Usage

- Upon receipt of payment, the Client is granted a non-exclusive, unlimited license to use the images for personal, noncommercial purposes. When used on social media, credit to the Photographer must be given: @tap.creative (Instagram)
  or Tara Atkinson from www.desertroseweddings.com (Facebook).
- The Client cannot sell or reproduce any photography to anyone else or third parties: i.e., websites, magazines, brands, etc., which would breach the copyright law maintained within these terms and conditions.
- If the Client is obtaining images for third-party online, print publications or social media within this publication, they
  must contact the Photographer for permission of usage.

#### 6. Image Delivery and Workflow

- The Photographer will deliver all images in high-resolution and low-resolution files (print and web) with basic editing (brightness, color, contrast, highlights). If the Client has specific comments for any of these photos, they will be considered a revision: after this point, retouching is chargeable.
- The Videographer will deliver all videos in a high-resolution format for presentation and a low-resolution format for sharing. Music will be chosen by the client within 30 days before editing starts, and one revision will be permitted after this point.
- $\circ \ \ \text{If music has not been selected within 30 days for the video, the team will use a music track of their choosing.}$

#### 7. Crediting the Photographer within Social Media

- All photography posted online must be tagged and credited: @tap.creative and/or with photography by Tara Atkinson from www.desertroseweddings.com.
- To maintain a desired high-quality appearance of the photos and videos, the Client should use the photos received directly from the Photographer in JPG format. The Client should maintain the quality of the photo when it is posted, i.e., no additional filters, color correction, or editing, as a courtesy to the Photographer and/or Videographer.

#### 8. Provisions for the Photographer and Videographer

• The Client must provide food and water for the Photographers, the Videographers, and their assistants during an event that lasts 4 hours or more, with adequate breaks to use the bathroom.

#### 9. Performance of Services & Code of Conduct

• Tara Atkinson Photography and Desert Rose Weddings will perform the services in a professional manner with the degree of care and skill ordinarily exercised by consistent standards of the profession. The Client acknowledges that Tara Atkinson Photography and Desert Rose Weddings cannot guarantee any results for the quality of photographs where they are affected by outcomes based on subjective factors, for instance; weather, bad lighting of the event, and location approvals, which cannot be controlled by the Photographer or Videographer. The Photographer and her team will do their very best to overcome such problems and maintain a level of professionalism to create the best photos and videos possible.

## o For the Creative Team (Photographers and Videographers)

The creative team will maintain professionalism by arriving on time, dressing appropriately and respecting the couple and guests. They will strive for high-quality, artistic captures using professional equipment and will be open to creative suggestions. Clear communication with the couple will be maintained throughout, addressing any concerns promptly and updating on progress. The team will honor all contract commitments, handling all footage with care and ensuring final deliverables meet agreed standards. Where any altercation physical or verbal takes place the photographers and videographers have the right to refuse work until an agreement is reached.

#### • For the Client (Bride and Groom)

The couple will provide the creative team with a detailed schedule in advance and ensure key moments are accessible. Cooperation is essential, including punctuality for sessions and informing guests about working with the team. Respect and courtesy towards the team are expected, including access to amenities. Clear communication of any specific requests or changes is crucial. The couple will adhere to all contract terms, respect the team's professional judgment, and ensure guests and vendors comply with the code of conduct for a smooth and memorable wedding day.

#### • For the Guests and Family

Guests and family should treat photographers and videographers with respect and courtesy, refraining from any inappropriate comments or gestures (including guests who maybe under the influence of alcohol). Cooperation is essential; guests should follow the creative team's instructions to ensure smooth photography and videography and avoid obstructing shots or interfering with their work.

- It's important to be considerate of the creative team's personal space and avoid crowding or handling their equipment
  without permission. Patience is also key—allow the team to capture key moments without interruption and avoid asking
  for immediate previews or edits during the event. Respect their workflow, knowing they aim to capture the best
  moments for the couple.
- Communication should be polite and respectful. If guests have specific photo requests, they should communicate them
  politely, understanding the creative team will try to accommodate them within the event's schedule. Any issues or
  concerns should be addressed discreetly and respectfully. Lastly, guests should avoid giving unsolicited directions or
  suggestions, allowing the creative team to use their professional judgment and creativity to capture the event
  beautifully.

## Entire Agreement & Acknowledgment:

- $\bullet\,$  These Terms and Conditions incorporate the entire understanding of all parties.
- The parties have read this Agreement and have agreed to all its terms, while acknowledging receipt of the invoice.
- These Terms and Conditions will come into affect upon the signing of the invoice provided through an online invoicing system through Tara Atkinson Photography.
- $\bullet\,$  Breaking the terms and conditions may result in additional applicable fees or late delivery