



TREVOR PARKER

PHOTOGRAPHY

TERMS & CONDITIONS

In the following terms & conditions "the photographer" shall mean Trevor Parker trading as Trevor Parker Photography. "The clients" shall be the persons that the terms and conditions is addressed to. These terms & conditions cannot be varied in any way by the clients unless such conditions are expressly agreed by the photographer in writing.

1. COPYRIGHT

- i. The copyright Designs and Patents Acts assign the copyright of the images to the photographer. The rights granted to the client are those specifically set under "Usage License."
- ii. Photographer will provide an edited selection of images.
- iii. The photographer is an independent contractor and shall not be considered an employee for either tax or copyright purposes. This agreement shall in no way be considered a work for hire.
- iv. Copyright of the photographs, prints, and digital files remain the property of the photographer. Client agrees to refer all non-included requests for reprints and usage to the photographer. Rights granted may not be transferred in whole or in part, whether voluntary or by operation of law, without the written consent of the photographer.

2. DISPLAY

- i. The client(s) hereby allow(s) the photographer to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, portfolios etc.
- ii. Publishable projects must wait to be displayed until the project is officially published.

3. PAYMENT

- i. A deposit of 50% of the estimate total is due upon booking.
- ii. Balance due must be paid in order to have rights to the final copy of photos. No rights are granted until payment is received in full.
- iii. Failure to make timely payment shall be deemed an act of copyright infringement under the United States Copyright Act. Client shall pay photographer's costs and expenses (including photographer's reasonable attorney's fees and related costs) incurred in connection with enforcing the terms of this Agreement, including those incurred without commencing a court proceeding.

4. DIGITAL FILES

- i. All files remain the property of the photographer.
- ii. Should the digital files be lost, damaged or destroyed for reasons beyond control, the photographer's liability shall be limited to a full refund of any deposits and fees paid, but shall not include a refund for any goods already received.

5. USAGE LICENSE

- i. Non-exclusive, royalty-free, license single party usage to client to use and reproduce the works for commercial purposes, included, without limitation, for printed and online PR, marketing, company website, and social media in perpetuity.
- ii. No third party rights are granted (example: editorial usage). License may not be sold or transferred without permission of Trevor Parker, which permission shall not unreasonably be withheld. Images are © of Trevor Parker Photography.
- iii. Social media usage is granted and client **must tag AND mention @trevorbarker** as the photographer in each post that photographer's product is used in.
- iv. Failure to comply will be deemed an act of copyright infringement under the United States Copyright Act. Client shall pay photographer's costs and expenses (including photographer's reasonable attorney's fees and related costs) incurred in connection with enforcing the terms of this Agreement, including those incurred without commencing a court proceeding.



TREVOR PARKER

PHOTOGRAPHY

TERMS & CONDITIONS

6. EDITS

- i. All edits are done in-house and in accordance with the photographer's set style.
- ii. Client is not granted permission to send photos to third parties to be edited. Doing so shall be deemed as an act of copyright infringement under the United States Copyright Act.

7. CANCELLATION FEES

- i. If the client(s) should have to cancel a booking, the following cancellation fees will become due immediately upon said cancellation:
- ii. Cancellation from the booking date must be made one week prior to shoot. Failure to do so will result in a non-refundable deposit.

8. PHOTO-READY

- i. The project must be professionally cleaned and deemed "photo-ready" come day of shoot. Examples of non-photo-ready projects include: clutter or personal belongings in areas that are to be photographed and/or unclean surfaces. For each hour of cleaning or removing personal belongings will result in an additional charge of \$100/hr.
- ii. No contractor visits or installations shall be scheduled on the day of photo shoots.
- iii. If the project is beyond non-photo-ready conditions come day of shoot, the session will be cancelled immediately and rebooking arrangements will be made. Deposit is non-refundable but will be transferable to future shoots.

9. DELIVERY

- i. The photographer will endeavor to deliver digital files as quickly as possible. However, this could take up to 4-6 weeks during busy periods.

10. PRICING

- i. Rates are charged at the total number of hours on-site. Edits are included in the rate listed below with the exception of paragraph 10/ii.
- ii. Each hour on-site includes 2 hours of edits. If photographer exceeds a total of 45 hours for 8 hours of on-site work, client will be charged \$50.00 for each additional hour.

11. EXPENSES

- i. Client is responsible for paying or reimbursing photographer's expenses for transportation to and from each location. Photographer will provide receipts upon request.

UPDATED: 4/8/21

trevorbparker.com/terms-conditions