



Terms & Conditions

ENTIRE AGREEMENT: This agreement contains the entire understanding between Ombré 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 parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: A non-refundable deposit of 30% of the final payment is required to reserve the dates and times for the event(s). If the event(s) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the client, the deposit is non-refundable and shall be liquidated damages to Ombré Photography. However, if Ombré Photography is able to meet and fulfil the pre-arranged roles and responsibilities at the rescheduled or postponed date, Ombré Photography can and will perform their duties on a case-by-case basis.

EVENT SCHEDULE: The client agrees to confirm the schedule one-week prior to the event(s). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from Ombré Photography by the client.

SAFETY: Ombré Photography reserves the right to terminate coverage and leave the location of the event(s) if the photographer from Ombré Photography experiences inappropriate, threatening, hostile or offensive behaviour from person(s) at the event(s); or in the event that the safety of the photographer from Ombré Photography is in question.

SHOOTING TIME / ADDITIONS: The client and Ombré Photography agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the client does not arrive at the appointed time for the event(s), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the client.

EXPENSES INCURRED: When applicable, the client is responsible for all travel, accommodation, meal and transport costs unless provided by the client.

RESPONSIBILITIES: Ombré Photography is not responsible for compromised coverage due to causes beyond the control of Ombré Photography including but not limited to obtrusive guests, lateness of the client or guests, weather conditions, schedule complications, incorrect addresses provided to Ombré Photography, rendering of decorations, or restrictions of the locations. Ombré Photography is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. Ombré Photography is not held liable for missed coverage of any part of the event(s). Ombré Photography will not be held accountable for failure to deliver images of any individuals or any objects at the event(s).

VENUE AND LOCATION LIMITATIONS: Ombré Photography is limited by the rules and guidelines of the location(s) and site management. The client agrees to accept the technical results of their imposition on Ombré Photography. Negotiation with the officials for moderation of guidelines is the client's responsibility; Ombré Photography will offer technical recommendations only.

PERMITS: The client is responsible for acquiring all permits and necessary permission for all locations on which Ombré Photography will be performing services.



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FILM and COPYRIGHTS: The photographs produced by Ombre Photography are protected by Copyright Laws (all rights reserved) and may not be reproduced in any manner without Ombre Photography's permission. Ombre Photography grants the client permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to Ombre Photography. The client must obtain written permission from Ombre Photography prior to publishing or selling the photographs.

MODEL RELEASE: The client hereby assigns Ombre Photography 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, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. If the client wishes for the photographs to be remain private, Ombre Photography will respect the client's wishes and not use and publish any of the images. The client releases all claim to profits that may arise from use of images.

LIMIT OF LIABILITY: In the unlikely event that the assigned photographer from Ombre Photography is unable to perform to the guidelines of this contract due to an injury, illness, or other cause beyond the control of Ombre Photography, Ombre Photography will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received, including the deposit for the event(s).

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond Ombre Photography's control, including but not limited to camera, hard drive, or equipment malfunction, Ombre Photography liability is limited to the return of all payments received for the event(s). The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. Ombre Photography is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

CAPTURE AND DELIVERY: Ombre Photography is not liable to deliver every image taken at the event. The determination of images delivered to the client is left to the discretion of Ombre Photography.

POST PRODUCTION AND EDITING: The final post production and editing styles, effects, and overall look of the images are left to the discretion of Ombre Photography.

PAYMENT SCHEDULE: The aforementioned 30% non-refundable retainer fee is due at the time of signing of agreement. The remaining balance is payable in full prior to or the day of the event(s). In the event the client fails to remit payment as specified, Ombre Photography shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the event(s).

PRICING: All prices are subject to change at any time without notice.

By contacting and contracting Ombre Photography, it is taken that you are agreeing to the above terms & conditions.