



AGREEMENT TERMS & CONDITIONS

CONTRACT FOR SERVICES

This is an agreement contract between the client (details of the client provide through an online form) and TUGBA TUNCER PHOTOGRAPHY for a photography service. The details of the service including the costs, location, client's expectations are discussed and agreed. Photography session guides provided by the photographer for the price and expectations.

If photographer cannot perform the service agreed in whole or in part due to a cause beyond the control of the parties, changing of details that no longer fit with the photographers' originally agreed terms or due to Photographer's illness or injury, then TUGBA TUNCER PHOTOGRAPHY will return all fees to the client(s) but shall have no further liability with respect to this agreement. This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements.

COPYRIGHT

Tugba Tuncer Photography by Tugba Tuncer retains all copyrights to all images created during client's session. Personal use consent is given with digital files to print portraits for personal use. The personal use release does not allow publication of your pictures (i.e. entering in contests), selling or altering of your images without the photographer's written permission. It is illegal to copy, scan, download, print, share, alter, or otherwise steal any image created by Tugba Tuncer Photography by Tugba Tuncer during client's photo session. This applies to "sneak peek" images, images posted in an online proofing gallery, or hard copy images.

WAIVER AND INDEMNIFICATION

Client and it's agent's, family members and assignees, if any, shall indemnify, and hold harmless, TUGBA TUNCER PHOTOGRAPHY and TUGBA TUNCER from any and all claims for damages arising out of the performance of any of the services contemplated by this Agreement with the exception of intentional or illegal acts.

WAIVER OF LIABILITY RELEASE

By agreeing to a photography session with Tugba Tuncer Photography, I am hereby waiving, releasing, and discharging Tugba Tuncer Photography and all its affiliates, from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me or my family including my traveling to and from this event. Tugba Tuncer is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and for themselves and release photographer from any claims against their person or their business. Client swears that each person is participating voluntarily in the said photography session and forfeit all right to bring a suit against Tugba Tuncer or Tugba Tuncer Photography for any reason.



DEPOSITS AND RESERVED TIME

Upon signing this contract, TUGBA TUNCER PHOTOGRAPHY will reserve the time agreed upon and will not make another reservation for the specific time frame. For this reason, all deposits are non-refundable even if the date is changed or becomes canceled for any reason.

YOUR SESSION

A deposit of 20% of the total amount is due at the signing of this agreement. The rest of the amount as well as the additional costs will be due on the day of shooting. It is understood that even with the signing of a contract and/or verbal agreement, no day is reserved without a monetary deposit.

DATE & TIME

Your session starts at time on the date agreed on this form. Client agrees to pay any time spent photographing over the discussed period at \$300 per hour. (separate charge) No photography/proofs will be released to the client and no rights are granted until timely payment is made in full.

DAY OF THE SESSION

You agree that you will be dressed in your first outfit, and arrive on time to the chosen location. If you are late, time will be taken from your session or charged under "Extra Time" herein, at the sole discretion of TUGBA TUNCER PHOTOGRAPHY. Friends and family are welcome, as long as they do not interfere with the photographer and the photography taking place. Pictures with friends or family are not permitted unless it has been discussed previously with the approval of the photographer.

PAYMENT AND PACKAGES

Payment towards the rest of the package will be required on the day of shooting. You will not receive any photos unless full payment of the entire package is made. Cash, online payment (paypal) or personal checks are accepted forms of payment. For checks, no retouching or work will be done until funds have been cleared. Returned checks are subject to a \$35 charge. You may not downsize to a smaller package after you have paid the deposit for that package. However, you may upgrade to a larger package at any time, though it excludes any of the outfit changes. Separate charges will apply for the specified package.

A further payment of all necessary expenses (unless otherwise specified) such as parking, fuel, travel, taxi, hotel charges, etc., to be paid at least 14 days before the date of the event. The Client shall reimburse Photographer for any additional costs the Photographer may incur for travel, meals, parking, and other reasonable costs necessary to the performance of these services.

PICTURE SELECTION, EDITING PROCESS and TIMEFRAME

Tugba Tuncer will use the professional and artistic judgement for the selection process. However, the client may be provided with some draft images for proofing purposes. Proofs are not meant to be full resolution and only should be used as a reference for the photos to choose for retouching. Photos from the proofs are unedited and may not be posted online for any reason. The posting of an unedited photo online in any place will result in a breach of contract.



All versions will be provided electronically. For small sessions, please allow up to 10 days from the date of your session to receive your proofs. Weddings and engagements are considered large orders, and need up to 15 days for selecting and editing process (If asked for proofing, the turnaround time may change) Times will vary on season and other factors.

OUTFIT TIME FRAME

Couple session outfits not done on the same day as an event must be done within 90 days of their booked engagement event OR first outfit shoot date. If the client chooses not to go through with an outfit after it's been paid for or doesn't do it within the specified time frame, the client agrees to forfeit the amount paid and give up rights to the photography services.

BREAKS AND MEALS

The client agrees to provide refreshments or a meal for any event over 5 hours (weddings by default must provide a meal). The photographer reserves the right to a 30-45 minute rest period if event photography requires 6 hours or more.

EXTRA TIME

Any additional time spent due to the lateness of the client, retouching, or editing, that are not otherwise paid for under this contract shall be charged at the rate of \$200 per hour. TUGBA TUNCER PHOTOGRAPHY may elect to perform these services or refuse them, at its sole discretion. Client agrees to pay these services as invoiced, and may be required to pay for these services ahead of their provision.

EDITING AND RETOUCHING

Basic editing/retouching includes changing the brightness, contrast, cropping, rotating or getting rid of flyaway and single strands of hair in the face and obvious blemishes. Basic editing does not include things like physically changing body shapes, fixing dresses, removing people or things from a photo, fixing clothes/makeup/etc. or adding things to photos. The client may choose to pay per hour for extra retouching. If neither edited nor original versions are satisfactory, the client agrees to pay a separate charge per hour (see EXTRA TIME) for additional editing choices to be presented. By choosing TUGBA TUNCER PHOTOGRAPHY you acknowledge the style and colors used and agree to allow the photographer to make professional and artistic decisions for the final images.

UNEDITED PHOTOS/PHOTO POLICY

Client agrees that unedited photos will not be shared for any reason. The only unedited photos the Client will receive are the thumbnails for the proofs to choose for retouching. Client agrees not to post or otherwise share unedited photos. Only your retouched photos will be released. If you would like to purchase additional photos, you must buy each pose separate from your package.

All outtakes and unedited photos are the property of TUGBA TUNCER PHOTOGRAPHY and are not to be shared, distributed or posted under any circumstances.



OVERALL APPEARANCE AND PERSONAL ITEMS

The photographer is not responsible for any missing, damaged or altered clothing/material belonging to the client. Please be aware that for some photos you may or may not get dirty. It is ultimately your responsibility to make sure your clothes, makeup, hair and overall appearance are the way you want for the photos. The photographer is not responsible for any styling, makeup issues, hair problems or any other factors in the photography other than the directing and photography of the client.

WEATHER AND SESSION CHANGES/LOCATIONS

You are able to switch your day because of weather or personal reasons, so long as no other sessions are scheduled that day and it works for the photographer. Locations within 30 minutes of the original location/Raleigh are free. Any other location outside 30 minutes of the Triangle Area is subject to a separate charge based on distance. Cost of location permits for shooting or availability and the choosing of a location is the responsibility of the client. Unless otherwise stated, all photo sessions come with ONE location in the Triangle area. Add-on locations are additional cost.

CLIENT'S COOPERATION

Deliverable items and shots are contingent upon the client performing actions and cooperating with the photographer. The photographer is not liable if the client's neglect leads to a compromise of what has been agreed upon. (i.e. agreeing to take photos of a bride getting ready, but she does not make herself available for the time). The Photographer shall not be responsible for photographs not taken as a result of the Client's failure to provide reasonable assistance or cooperation.

DIGITAL FILES AND CDs

CDs are not available through TUGBA TUNCER PHOTOGRAPHY. All files will ordinarily be sent digitally through online systems and will be made available for download.

REFUNDS

If you are not satisfied with your photos, you may be refunded half of the total package if the issue stems on the photographers end. You will only be eligible if you have made this known to the photographer before any retouching is made and only if the photographer agrees that it is appropriate. If you choose to re-do your photos for any reason, it will be considered as a new session and you will need to purchase a new package. The deposit is non-refundable. In the event of an emergency, equipment failure or other unforeseen circumstance, the photographer will return any money given up to that point but claims no further liability. Client(s) agree that an entire wedding/event cannot be replicated, reenacted or repeated for the purpose of a re shoot.

CLIENT'S USAGE

The Client is obtaining photos for personal use only, and shall not sell the pictures. It is not permitted to give photos to vendors having their products or setups photographed in order to use for advertising or promotion. No commercial use is granted by the issuance of pictures. The client shall seek approval from the photographer to use the pictures for any other purpose.



EXCLUSIVITY

It is understood and agreed that no other photographer will be allowed to photograph or take pictures while the Photographer is working. The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the event/session. Guests, Family and friends of the Client shall be permitted to photograph using mobile phones only as long as they shall not interfere with the Photographer's duties.

FINALIZATION

You will be contacted and made aware when your photos are ready, but it is your responsibility to check your email for your proofs or retouched photos.

By signing, the parties agree that they fully understand and will be bound only by the terms above. Any other terms must be agreed to in writing. Otherwise, the above terms will be considered the consolidated, exclusive terms between the parties. The Client agrees that he/she is responsible for all parties involved with the agreed upon photo session. If there is an individual involved in the photo session who does not agree to the terms of this agreement the Client assumes responsibility for any liability.