

DoJo Photo

Dorothy and John Turnbull Photography

Congratulations and thank you for inviting me to photograph your upcoming birth! Getting those important moments captured by hiring a photographer allows you and your support team to focus on you and your birth.

Birth is very unpredictable and therefore is not a typical portrait session. Planning on what is going to happen during labor and delivery can be very difficult. Lighting may be low, emergency situations may arise etc. I photograph your labor and birth as it unfolds, in a photo-journalistic style. I am sensitive to your needs and will document your labor and delivery quietly and unobtrusively. Also, I understand which special moments you may want to remember forever, and as your photographer I will help capture the amazing labor process and the miracle of the birth of your child.

Your birth session includes:

- * 24/7 On-call status during the last week of your pregnancy (birth due date) until the baby is born (up to one week after due date)
- * A maximum of 8 hours of photography for labor, delivery and post-delivery
- * Private online gallery to view your photographs and share with family and friends.
- * Convenient and professional photography print store to order extra prints and gifts.
- * Disc with your photographs (most of them will be black and white) with a print release
- * Additional hourly services may be added at the rate of \$50.00 per hour (up to a total of twelve (12) hours maximum).

Normally your photography session time starts when I arrive at your birthing facility, when you are in active labor, and ends one to two (1-2) hours after birth. In the event that your labor and delivery process is longer than twelve (12) hours, I reserve the right to end services after the twelve (12) hours. No refunds will be granted in the event of labor and delivery lasting over twelve (12) hours if I need to end services at that time.

Payments:

The total payment for your birth session is \$700.00

(Second or more birth with me is \$450.00)

- * A non-refundable deposit of \$100.00 is required to secure your due date
- * The remaining payment is due two (2) weeks before your due date
- * You may set up a payment plan with me for your convenience
- * In the event that you deliver your child early, payment in full is due before I release your private online gallery to you and before you receive your disc of photographs.

Terms and Conditions:**Consultation:**

An initial consultation is mandatory whether it is on the same day as your maternity photo session (if you choose to have your maternity portraits taken by me) or at another place/time. This consultation will help us get to know each other and become more comfortable for the labor and birth photography session. We will discuss many things at this time. From terms and conditions, expectations, liabilities, fees, discounts, Copyrights, etc. This will also be a great time to discuss with you exactly what type of photos YOU are comfortable getting taken.

The content of the photographs that I take during our session can range from modest to graphic. They can include labor in the hospital, delivery, newborn exam, bottle feeding, introduction to siblings or other family members, the baby's first bath, and possibly even the waiting room.

Graphic photos may contain nudity, crowning, placenta, breastfeeding close-up shots etc. Modest photos focus more on facial expressions, intimate moments with family, surroundings, and the newborn; no exposed breasts/genitalia. So discussing which method of photography you wish to have is very important.

Birth Facility Guidelines:

Please confirm that photography is allowed at your birthing facility beforehand. Please know that we will be limited by the guidelines of the facility and/or the delivering doctor/midwife if there are any guidelines. It is your responsibility to relay any restrictions/allowances for photography during your labor, delivery and post-delivery to me so that I may give you the best results for your birth photography session as possible.

I will try to be unobtrusive and document your labor and birth as best I can with the available lighting (or lack thereof). No props, minimal to no flash (unless requested from you and permission from you and your caregiving team,) no posing (unless requested by you at certain times) etc. Most images will be in black and white.

Stipulations:

It may take one to two (1-2) hours for me to join you. Fees are not refundable if you fail to let me know when you are in labor. As soon as you believe you are in labor, you need to let me know so I can plan accordingly. I will do everything in my power to get to you in a timely and safe manner. In the unlikely event that I am unable to photograph the labor and birth due to illness, injury or other emergency situations that are fault of my own, I will refund any monies that have been paid to me for your birthing session with the exception of your initial deposit.

If I do not make it in time for your labor and delivery due to not being contacted at all or in a timely manner by you or your representative no refund will be granted. In the event that I am contacted late, I will make every effort to get to the birthing facility in a timely manner and I will take as many photographs pre or post birth as possible depending on the status of your labor/delivery upon my arrival.

Special situations:

Birth is an amazing and unpredictable process. Sometimes unforeseen situations arise, such as caesarian section, and maternal or newborn health concerns etc. In these cases, I will attempt to obtain photos wherever hospital policy and/or family allows. In the case of C-section, I may not be permitted into the operating room, but will hang around and be ready to capture as many photos as I can after baby is delivered.

It is your responsibility to discuss with your Doctor/caregiver/birthing facility what is permitted with photography if an emergency situation arises, such as but not limited to, emergency C-section, breech, or any other emergency that has not been planned for your birthing session. The photographer is not held responsible for any missed photographs if he/she is not permitted to take pictures in certain situations that are beyond their control.

Cooperation:

The parties agree to cheerful cooperation and communication for the best possible result within the definition of this agreement. I reserve the right at any time to end the session with no refund of any monies paid due to verbal or physically abusive behavior from anyone during the session.

Exclusivity:

DoJo Photo LLC, Dorothy & John Turnbull Photography shall be the only hired photographer for this event. Family members and friends of the client are permitted to take photos, but DoJo Photo LLC, Dorothy & John Turnbull Photography will not be held responsible for images missed due to family or friends interference.

Liability:

I take the utmost care with respect to exposure, transportation, and the processing of your photographs. However, in the unlikely event that the photographs get lost, stolen, or destroyed for reasons beyond my control, my liability is limited to payments returned for the photography portion of the package.

I will try to capture important moments during labor and delivery and I will make every reasonable attempt to capture the birth experience to the best of my ability and within the confines provided by the doctor/midwife and/or hospital policy; however, I will not be responsible or liable if specific shots, poses or angles are not captured. Failure to capture specified shots, poses or angles or general dissatisfaction will not result in partial or full refund of the monies paid.

If I miss the birth due to an unusually fast labor or other circumstances beyond the photographers' control, no fees paid for the photography portion of the package will be returned. Pictures will still be taken with the newborn and family at the hospital. Upon refund of any fees or termination of this agreement, DoJo Photo LLC, Dorothy & John Turnbull Photography is released of all obligation, responsibility, and liability to the client.

If the photographer misses the birth because she was not contacted as soon as labor begins, no monies will be returned.

Should any of the clauses, sentences, paragraphs, sections or parts of this agreement be deemed invalid, or unenforceable by a court of law with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this agreement.

Photographer Breaks:

Labor and birthing may take several hours. The photographer reserves the right to take breaks for such things as (but not limited to) restroom, eating, and sitting down. Client shall not hold the photographer liable for any photographs missed if he/she needs to take a break for any reason.

Copyrights and Model Release:

The photographs produced by DoJo Photo LLC, Dorothy & John Turnbull Photography are protected by Federal Copyright Law (all rights reserved). DoJo Photo LLC, Dorothy & John Turnbull Photography reserves the right to use any image for display, publication, or other purposes; this includes the posting of certain images on advertising materials that include DoJo Photo LLC, Dorothy & John Turnbull Photography's website, Facebook page, and printed media. DoJo Photo LLC, Dorothy & John Turnbull Photography will honor any requests by the family for not using certain images when necessary, and will use utmost care in choosing appropriate pictures for marketing.

With this package, you receive limited copyright ownership of the images under the following conditions: You may reprint any images for personal use and you may share them online with your family and friends. You may not sell these images, use them for commercial use, edit them, or claim them as your own. The photographer takes great care in editing images, and the quality is important; scanning or altering of images can depreciate their value.

DoJo Photo LLC, Dorothy & John Turnbull Photography maintains copyright of the photos. The client hereby grants DoJo Photo LLC, Dorothy & John Turnbull 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 and any other purpose and in any manner and medium; to alter the same and to copyright the same. The client hereby releases DoJo Photo LLC, Dorothy & John Turnbull Photography from all claims and liability relating to said photographs. Any images containing nudity will not be presented to the public under any circumstances by DoJo Photo LLC, Dorothy & John Turnbull Photography. Images containing partial nudity will be presented to the client for approval prior to public release of images.

Completion Schedule:

Digital processing can take approximately three to four (3 to 4) weeks. At that time I will upload them to your private online gallery to share with your family and friends with the opportunity to purchase prints and gifts straight from the professional online photography print store available to you. I will make your disc with your high resolution digital images (mostly black and white) in .JPG format and contact you when it is complete for pick up or delivery (Delivery fees will apply). Discs are Copyright (All rights reserved) and may not be reproduced - Additional discs are available for purchase.

QUESTIONNAIRE: To be completed either before or at consultation.

Mothers Name: _____

Address: _____

Email address: _____

Phone number: _____

Partner's Name: _____

Partner's Address: _____

Email Address: _____

Phone number: _____

Estimated Due Date: _____

Sibling's names/ages: _____

Birth place name: _____

For Birth Photography and Hospital Bonding Session Bookings (please only answer relevant questions)

Do you plan on having your children present at the birth? _____

Do you know the gender of your baby? _____

Who will be your attending birth? (IE: friends, and family, co-workers?) _____

Who is your Doctor? _____

Have you advised the hospital / birth center / staff that a professional photographer will be attending your birth? _____

What type of preparation have you done in the lead up to this birth? (IE: Reading, YouTube, Classes, etc) _____

What birth aids and particular techniques do you plan to use? (IE: birth pool, shower, hypnobirthing, etc) _____

Are you aware if you're sensitive to noise, light, smells or touch during labor? _____

Will you be videotaping the birth? _____

If for any reason there is an emergency during labor/delivery with you or baby, what would you like me to do? _____

Is there a specific person you would like me to communicate with other than your partner?

For Birth Photography Bookings: Please check the particular elements of the labor and birth you would specifically like me to capture?

- Partner support.
- The baby's head as it crowns.
- Over Mothers shoulder during delivery
- Bonding moments with specific family members.
- The placenta.
- Particular item's that hold special meaning to this birth
- Nudity OK
- Nudity NOT OK
- Family and friends in attendance
- Waiting room
- Nursing
- Bottle feeding
- Baby's exam (height, weight, head circumference, foot prints)
- Care Providers (with permission)
- Internal Examinations
- Epidurals
- Emergency Situation (if permitted)
- Vomiting
- Other (please specify)

Homebirth transfer to hospital

- Follow
- Wait for instruction

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Contract for Photography Services

Client's Name(s): _____

Client's Address: _____

Photography Location: _____

Expected Due Date: _____

On-Call start date: _____ On-Call end date: _____

Photographer's Fee: \$ _____ Deposit paid: \$ _____

SIGNATURES:

Date: _____

Client(s): _____

Printed Name(s): _____

Photographer's Signature:

DOJO PHOTO LLC

By: _____
Dorothy J. Turnbull or John S. Turnbull
Partners