

Magic Hour Photographer Network

Terms and Conditions

ARTICLE ONE. TERMS.

1. Magic Hour Foundation. The purpose of Magic Hour Foundation is to match volunteer photographers with people battling cancer, cancer survivors, and families of both people battling cancer and cancer survivors. Recipients are granted free photo sessions and digital images by a nomination and/or application process. Magic Hour Foundation may be referred to hereinafter as "MHF".
2. Magic Hour Photographer Network. MHF's Volunteer Photographer Network may be referred to hereinafter as "MHPN". The MHPN is a group of volunteer photographers from across the nation that have applied for membership and have been accepted. Photographers in the MHPN are not the same as MHF administrative personnel.
3. Recipient. A recipient falls into two categories – patients and survivors. A patient is any individual who has been diagnosed with cancer and is in active treatment. A patient is also an individual who has relapsed. A survivor is any individual who is not in active treatment and has been labeled as "cancer free." Survivors are eligible to become a recipient within 24 months of their last cancer free test result.
4. Photographer. A photographer is a professional photographer who earns at least a portion of his/her income through a professional photography business. Photographers must have a dedicated website or online portfolio that shows at least some experience in family and portrait photography; photographers with their own domain names are ideal. Photographers cannot be convicted felons.

ARTICLE TWO. APPLICATION PROCESS.

1. Application. Photographers will apply to become a MHPN member by completing the application found online at <http://www.magichourfoundation.org>

ARTICLE THREE. LIMITATION OF LIABILITY.

1. Release of Liability. While every reasonable effort will be made to create and deliver quality photographs, MHF and MHPN are hereby released from any claim, loss, injury, or damage arising or relating to this Agreement or the performance hereunder of MHF or MHPN. MHF and MHPN are also hereby released from any claim, loss, injury, or damage caused by the negligence of MHF or MHPN.
2. Dissatisfaction. Due to the charity nature of MHF and the MHPN, satisfaction for sessions and/or photographs is not guaranteed. MHF and MHPN are hereby released from any claim, loss, injury, or damage due to dissatisfaction by recipient.
3. Substitution. In the unlikely event of unforeseen illness or any other circumstances either in control or beyond the control of MHF or MHPN, MHF will use reasonable efforts to find a substitute photographer of high qualifications to serve as a substitute for the scheduled photographer. However, MHF is under no obligation to make a substitution, MHF does not guarantee that a substitute photographer will have the same credentials as the scheduled photographer, and MHF does not guarantee a photo session match.
4. Photographer's Judgment. All photographs will be taken at the MHF or MHPN's sole discretion. MHF and MHPN will not be responsible for any of the following, which may result in a change in the length of a photo session or rescheduling a photo session: (1) recipient or recipient's family members running late; (2) illness of recipient or illness of others; (3) weather; (4) recipient or recipient's family members stuck in traffic; (5) acts of God; (6) poor planning by recipient; (7) lack of providing directions or shot lists to photographer. This list is not all-inclusive, and MHF and MHPN are not limited to the above-enumerated reasons alone.

ARTICLE FOUR. RECIPIENT RESPONSIBILITIES.

1. Location and Magic Hour Session Information. If applicable, recipient is responsible for providing a map to locations, emergency telephone numbers, and a list of any special persons, places, or objects to be photographed.

ARTICLE FIVE. CANCELLATION POLICIES.

1. Delay or Cancellation due to Recipient. If a photo session is delayed or cancelled due to the actions of the recipient, rescheduling will be at the discretion and schedule of the individual photographer. MHF cannot guarantee a rescheduled or rematched session.

ARTICLE SIX. DAMAGE OR DESTRUCTION OF PHOTOGRAPHIC EQUIPMENT.

1. Replacement, Repairs, and Destruction. If any photographic or other equipment used by MHF or MHPN during the course of MHF or MHPN providing photography or other services is damaged or destroyed by recipient, or recipient's invitees, guests, affiliates, friends, or family members, recipient shall reimburse MHF or MHPN for 100% of the costs to repair such damage, including insurance deductibles, or in the case of destruction, 100% of the replacement cost of such equipment.

ARTICLE SEVEN. EXCLUSIVITY AND AUTHORITY.

1. Exclusivity. MHF and MHPN will be the sole professional photographer working at the Magic Hour Session. No other photographers, professional or otherwise, are permitted to photograph these closed sessions, as they draw focus from the subject.

ARTICLE EIGHT. PHOTOGRAPHY QUALITY AND GUARANTEED IMAGES.

1. Specific Image Requests. MHF and MHPN accepts input from recipients regarding family members, friends, and scenes to be photographed. MHF and MHPN cannot guarantee delivery of specifically requested image(s) although all efforts will be made if an appropriate amount of time and conditions is allotted to do so.
2. Style. Photos are to be natural, focused on people and relationships (rather than props or clever posing). Photos are to be processed in a natural, professional way with minimal color effects or vignetting.

ARTICLE NINE. MODEL RELEASE.

1. Model Release. A model release will be provided to each recipient, giving the recipient the option to allow the images from their sessions and the recipient's first name to be used for marketing purposes. The release is optional, and permissions will be respected by both MHF and photographer.
2. Permissions. If the recipient agrees to allow both MHF and the photographer to use images from the session and the recipient's first name for marketing purposes, the recipient gives permission to MHF, MHPN, and the photographer to use their names and photographic likeness in all forms and media for advertising, trade, and any other lawful purposes.
3. Extension of Release. The release of the recipient is hereby extended to all other persons, objects, and scenes depicted within photographs. MHF, MHPN, and the photographer are hereby released from any disputes as to any persons, objects, and scenes that have not given express or implied permission to be photographed.

ARTICLE TEN. IMAGES.

1. Prints. MHF will not provide prints of images to clients.
2. Digital Images. Upon receipt of images from the photographer, MHF will email a download link to the recipient for free download of all images.
3. Time until Delivery. MHF, MHPN, and the photographer will make reasonable efforts to edit and submit photos within a reasonable time. MHF, MHPN, and the photographer make no guarantees regarding time of delivery for images, digital or otherwise.
4. Photographer responsibility for uploading images. Photographer must upload fully processed images, free of watermarks, to the MHF Smug Mug account within 4-6 weeks.
5. Time for Delivery in Emergency Situations. Due to the nature of the recipients of the MHF, emergency situations may exist that make time of the essence for delivery of images. In emergency situations, photographers should make every attempt to deliver images as they become available after editing, even if doing so will require partial delivery of the entire photo session captured.

6. Image Amount. The recipient should receive a minimum of twenty (20) to forty (40) images for a single subject or forty (40) to sixty (60) images for a family or couple to allow for as many combinations and expressions as necessary to capture the applicant and their loved ones. There is no maximum image amount per session to which the photographer is limited.

ARTICLE ELEVEN. NOTICE OF COPYRIGHT AND FEDERAL COPYRIGHT LAWS.

1. Ownership. MHF will own all copyrights for any and all images produced in connection with this agreement, including the exclusive right to reproduce images. MHF also retains the right to publicly display images if proper permission is given by recipient. As author of all images made hereunder and as provided by law, MHF and MHPN shall retain the copyrights in perpetuity, regardless of possession or ownership of photographs, digital files, or any other format of reproduction.

ARTICLE TWELVE. PERMITTED USES.

1. Use by MHF. Recipient recognizes and agrees that MHF may reproduce, publish, exhibit, and otherwise use any images created hereunder, without specific identification of persons or events, as samples of their work to be shown to prospective clients, recipients, or MHPN members, and for instructional or institutional purposes including use in conjunction with televised or published interviews, consistent with the highest standards of taste and judgment. If a model release is signed, and MHF is granted permissions by the recipient to use the images from the session without regarding to recipient's preferences, such use may be made. If a model release indicates that the recipient does not want images from the session used for public display, MHF and the photographer will respect those permissions. However, recipient agrees to hold MHF harmless against any and all claims arising from any published images.

2. Use by Individual Photographers. Photographers may blog their sessions with recipients by permission only. Permission must be obtained by MHF prior to use. The photographer must contact MHF prior to blogging. MHF will advise the photographer if the recipient has given permission. If permission has been given by the recipient, MHF will advise photographer about permission. Photographers are not to request permission directly from the recipient before, during, or after the session. If permission has been given by the recipient for the photographer to post images to their blog, the photographer may only use the recipient's first name only when referring to the recipient on the blog.

3. Use by Individual Photographers from MHPN or by MHF. If a model release is signed, the individual photographer and MHF retain the right to use any of the images for their own marketing purposes; however, the photographer and MHF must also use the images in regard to the recipient's personal preferences. Recipient agrees to hold both individual photographers in the MHPN and MHF harmless against any and all claims arising from any published images whether published by the individual photographer, MHF, or any other person or entity.

4. Use by recipient. Recipient recognizes and agrees that all photographs created by MHF and MHPN are copyrighted, and may only be copied in any manner, including but not limited to photo, digital, video, photocopy, scanning, programs, greeting cards, slides, etc. with express, written permission by MHF and MHPN.

5. Non-commercial use by recipient. Recipient may reproduce images created hereunder for personal, non-commercial use including reproduction of copies for family and friends.

6. Ban of commercial use by recipient. Recipient will not permit or assist in any commercial use or sale of the images without specific consent of MHF.

ARTICLE THIRTEEN. MISCELLANEOUS PROVISIONS.

1. Complete Agreement. This is the complete agreement between the parties concerning the subject matter hereof and all prior agreements are merged within.

2. Georgia Law to be Applied. This is a Georgia agreement and is to be considered and construed as such, without application of the principles of conflicts of law.

3. Time is of the Essence. Time is of the essence with respect to the recipient's obligations hereunder.

4. Jurisdiction and Venue. If any dispute arises in connection with or relating to the Agreement or relating to a claim which arises hereunder, then the parties agree that such claim shall be heard in the courts of Gwinnett, Georgia, and the parties waive any defense of personal jurisdiction or lack of venue and consent to the personal jurisdiction of the Gwinnett, Georgia courts.