

1. BOOKING AGREEMENT

Renee Song Photography

1. Definitions

For the purpose of this Agreement:

“Event” refers to the wedding, proposal, portrait session, or other photography session booked by the Client.

“Event Date” refers to the scheduled date of the Event.

2. Acceptance of Agreement

This Agreement becomes legally binding upon receipt of the non-refundable retainer by the Photographer.

Payment of the retainer confirms that the Client has read, understood, and agreed to all terms and conditions set forth herein. No additional signature is required for this Agreement to be valid or enforceable.

3. Retainer and Payment

A non-refundable retainer equal to **fifty percent (50%) of the total agreed fee** is required to secure the Event Date.

The retainer constitutes agreed compensation for reserving the Event Date and declining other potential bookings.

The remaining **fifty percent (50%)** of the total agreed fee shall be paid in full on the Event Date, immediately upon completion of the photography coverage, unless otherwise agreed in writing.

Failure to complete payment as agreed may result in suspension of image delivery until full payment has been received.

4. Rescheduling, Cancellations and Force Majeure

4.1 Rescheduling

If the Client requests to reschedule the Event Date and the Photographer is available on the new date, the retainer may be transferred to the rescheduled date.

If the Photographer is not available on the requested new date, the request shall be treated as a cancellation and the retainer shall not be refunded.

4.2 Cancellation by the Client

If the Event is cancelled by the Client for any reason, the retainer shall not be refunded.

If cancellation occurs less than **30 days** prior to the Event Date, the Photographer reserves the right to invoice for additional costs already incurred.

4.3 Inability to Perform / Force Majeure

If the Photographer is unable to perform the services due to serious illness, injury, force majeure, government restrictions, or other circumstances beyond reasonable control, the Photographer shall notify the Client without undue delay.

Reasonable efforts will be made to arrange a qualified replacement photographer. If a suitable replacement cannot be arranged, liability shall be limited to a full refund of all payments received.

5. Image Quantity and Package Details

The number of final edited images delivered shall be determined by the package selected by the Client and the nature of the Event.

Where a specific number of edited images is included in the selected package, additional edited images may be purchased separately at the Photographer's current pricing.

RAW files are not delivered unless otherwise agreed in writing.

6. Creative Control and Delivery

The Client acknowledges familiarity with the Photographer's portfolio and artistic style. The Photographer retains full creative discretion in capturing, editing, and delivering the final images.

Photographs will be delivered in JPEG format via an online gallery.

The final edited gallery will be delivered within **four (4) weeks** from the Event Date, unless otherwise agreed in writing.

Online Gallery Availability

The online gallery will remain accessible for a period of **one (1) year** from the date of delivery.

After this period, the gallery may be removed without further notice. The Photographer does not guarantee continued online access beyond this period.

Clients are responsible for downloading and securely storing their images within this timeframe.

7. Copyright and Usage Rights

All copyrights in the photographs remain the sole and exclusive property of the Photographer.

The Client is granted a non-exclusive, non-transferable license for personal use only. This includes printing, sharing with family and friends, and publishing online for private, non-commercial purposes.

Commercial use requires prior written consent from the Photographer.

The Photographer retains the right to use the photographs for portfolio display, website presentation, social media, marketing, exhibitions, competitions, and other promotional purposes unless the Client requests otherwise in writing prior to the Event Date.

8. Social Media and Credit

When publishing the photographs online, the Client agrees to provide appropriate credit to the Photographer where reasonably possible and to refrain from applying filters or alterations that materially change the Photographer's editing style.

9. Image Storage and Archiving

The Photographer will store final edited images for a minimum of **one (1) year** from the date of delivery.

After this period, the Photographer is under no obligation to retain archive copies.

If archived images can be retrieved after this period, an administrative retrieval fee of **1,000 DKK** may apply.

Clients are strongly advised to maintain their own backups.

10. Limitation of Liability

In the unlikely event of total photographic failure, loss of digital files due to technical malfunction beyond reasonable control, or lawful cancellation of this Agreement, liability shall be strictly limited to the total amount paid.

Neither party shall be liable for indirect or consequential loss.

This limitation does not apply in cases of gross negligence or wilful misconduct.

11. Data Protection (GDPR)

Personal data is processed in accordance with applicable Danish and EU data protection legislation, including the General Data Protection Regulation (GDPR).

Personal data collected in connection with this Agreement may include names, contact details, event information, and images captured during the Event.

Such data will be processed solely for:

- fulfilling contractual obligations
- communication with the Client
- delivering photographic services
- accounting and legal compliance
- legitimate business interests

Images may be stored and processed for portfolio, marketing, and promotional purposes unless the Client has requested otherwise in writing prior to the Event Date.

Personal data will not be shared with third parties except where necessary to fulfill the services (such as gallery hosting platforms, print labs, payment providers, or backup services) or where required by law.

Clients have the right to request access to their personal data, correction of inaccurate data, restriction of processing where applicable, or deletion of data in accordance with GDPR regulations.

Requests regarding personal data may be submitted in writing.

12. Governing Law

This Agreement is governed by Danish law.

Any disputes arising under this Agreement shall be subject to the jurisdiction of the competent Danish courts.