SHUGAR SNAPS STUDIO

Bangor, Maine • www.shugarsnapsstudio.com

THE CELESTITE (FRESH 48) COLLECTION — HOSPITAL NEWBORN AGREEMENT

Hospital Fresh 48 Lifestyle • $349.99

Estimated Due Date / Induction Date: _____ **Hospital / Birth Center:** _____

Primary Client Name: _____ **Email / Text Phone:** _____

Hospital City & Backup Contact (Partner/Doula):

_____

This Portrait Agreement ("Agreement") is entered into by and between **Shugar Snaps Studio** ("Photographer") and the undersigned client ("Client") for **The Celestite (Fresh 48)** collection. Both a completed, signed contract and a **50% non-refundable retainer ($175.00)** are required to reserve your due-date window on the studio calendar, with the remaining 50% balance ($174.99) due prior to the hospital session.

COLLECTION	SESSION TIME	INCLUDED DIGITALS	GALLERY DELIVERY	TOTAL INVESTMENT
The Celestite (Fresh 48)	1.5 Hours (Within 48 Hrs)	15 High-Res Edited Files	Within 14 Days	$349.99 (50% Retainer Due)

1. ON-CALL WINDOW, HOSPITAL RULES & GALLERY ARCHIVING

- **On-Call Window & Notification:** Photographer maintains an on-call window surrounding Client's Estimated Due Date (38–42 weeks) for hospitals within 20 miles of Bangor, ME (facilities beyond 20 miles incur $0.75 per round-trip mile). Client (or partner) must notify Photographer via text/call within **4 hours of birth** so Photographer can schedule the 1.5-hour daytime hospital visit (between 9:00 AM and 4:00 PM for optimal window light) prior to discharge.
- **Hospital Policies & Visitor Clearance:** Fresh 48 sessions are documentary lifestyle sessions (not posed studio newborn sessions). Client is responsible for confirming hospital visitor policies, clearing Photographer onto the approved guest list, and ensuring medical checks/circumcision/discharge tasks are scheduled around the session window. If hospital restrictions prohibit visitors, session converts seamlessly to an in-home Fresh 48 or newborn lifestyle session within 7 days of homecoming.
- **Proofing Gallery & Expiration:** Client receives a private, password-protected online proofing gallery within 14 days to select their fifteen (15) included high-resolution edited digital files. Additional digitals, full gallery upgrades, birth announcements, and studio prints are available for purchase. Galleries remain active for **30 days**; reactivation after expiration incurs a $35.00 archival retrieval fee.

2. EXCLUSIVE STUDIO PRINTING & REASON FOR NO PRINT RELEASE

- **Direct Studio Ordering & No Print Release:** All physical prints, birth announcements, wall art, canvas wraps, and keepsake gifts must be ordered directly through Shugar Snaps Studio. No third-party print release is provided with this collection, and reproduction permissions for outside consumer labs are strictly withheld.
- **Quality Assurance Rationale:** Drugstores, supermarkets, and big-box retail photo labs (such as Walgreens, CVS, Walmart, or Target) utilize uncalibrated machinery, automated auto-correct filters, cheap inks, and low-grade paper that cause severe color shifts, muddy newborn skin tones, and improper cropping. Shugar Snaps Studio exclusively fulfills all print products to preserve archival quality.

3. HOSPITAL SESSION READINESS & MEDICAL PRIORITY

Medical staff and newborn care always take absolute priority during hospital visits. Session coverage runs for 1.5 hours from Photographer's arrival in the recovery room (including brief pauses for nursing or routine vitals). Please keep window blinds open and personal clutter/hospital bags tucked aside prior to arrival.

4. COPYRIGHT OWNERSHIP, RAW FILES & EDITING POLICY

- **Copyright Ownership & Personal Use:** All photographs remain the exclusive intellectual property and copyright of Shugar Snaps Studio under federal copyright law. Client receives a non-exclusive, non-transferable license for personal, non-commercial viewing and social sharing only. Commercial use, contest entry, resale, or transfer of rights is strictly prohibited.
- **Culling, RAW Files & Retouching:** Image selection and culling are performed at the Photographer's sole artistic discretion; RAW files and unedited outtakes are never released or sold. Standard editing covers soft natural color grading, lighting balance, and gentle touch-ups for newborn flaking/peeling skin or minor redness; extensive digital alterations or head swaps are not included.
- **The "Shrek Clause":** To verify that Clients actually read their agreements in full, Photographer reserves the right to Photoshop a duplicate copy of one random image from the session to include Shrek—or another beloved cartoon character—and slip it into the final gallery as a complimentary bonus file (in addition to the clean, un-ogred original).
- **No Re-Editing & Required Studio Credit:** Delivered images may not be altered, heavily cropped, or re-filtered (including Instagram/TikTok presets). When sharing images on social media, Client agrees to tag and credit **Shugar Snaps Studio** (@shugarsnapsstudio / Shugar Snaps Studio).

5. RETAINER, PAYMENT SCHEDULE, RESCHEDULING & FORCE MAJEURE

- **50% Non-Refundable Retainer & Final Balance:** A 50% non-refundable retainer ($175.00) and signed agreement are required to reserve your due-date window. The remaining 50% balance ($174.99) is due prior to the start of the hospital visit (or within 24 hours of birth notification); failure to remit the remaining balance forfeits the session and retainer. All retainers and paid fees are strictly non-refundable.
- **24-Hour Rescheduling Notice & NICU/Medical Delays:** A minimum of **24 hours' advance notice** is required for non-birth scheduling changes to guarantee retainer transfer. If baby requires extended NICU care or mother experiences medical recovery delays, Photographer will gladly reschedule to a homecoming or in-home newborn session at no penalty.
- **Force Majeure:** Should Photographer become unable to attend due to sudden illness, contagious symptoms (to protect newborn health), severe travel hazards, or emergency, Photographer will arrange a priority in-home newborn makeup session or issue a full refund of amounts paid.

6. NEWBORN SAFETY, HEALTH PROTOCOL & EQUIPMENT LIABILITY

Photographer follows strict hand-sanitizing protocols and will never pose a newborn in unsafe positions. Client and attending family members assume full responsibility for their own safety and the supervision of older siblings in the hospital room. Client assumes full financial liability for any damage to photography equipment caused by Client or attending visitors.

7. PRIVACY FIRST & GRANULAR MEDIA RELEASE PREFERENCES

Client safety and newborn privacy come first. No images featuring your newborn's or siblings' faces will be shared publicly without explicit opt-in consent. Every client receives their private gallery regardless of selection. *Please initial ONE option below:*

[ ] **Option A — Full Promotional Permission:** I grant Shugar Snaps Studio permission to feature photographs from this session across studio websites, portfolio showcases, social media channels, and promotional materials.

[ ] **Option B — Detail Crops & Silhouette Angles Only:** I grant permission for portfolio and social sharing strictly using tiny fingers/toes, swaddled detail crops, or silhouette angles where newborn and sibling facial features are not identifiable.

[ ] **Option C — Private Archive Only (No Public Sharing):** I do NOT grant permission for any photos to be shared publicly or online. Images remain strictly within my private proofing gallery for personal viewing and direct studio print orders.

8. SESSION PARTICIPANTS & ROSTER

Full Names of Participating Parents, Newborn & Siblings (with Ages): _____

9. GOVERNING LAW & SIGNATURES

This Agreement constitutes the entire understanding between the parties and is governed by the laws of the State of Maine. By signing below, Client certifies they are at least 18 years of age, have legal authority for all listed minors, and agree to all terms above.

Client / Parent / Legal Guardian Signature: _____ **Date:** _____

Printed Legal Name: _____ **Shugar Snaps Studio:** _____