

Corporate

Terms and Conditions

1. **Exclusive Photographer:** The photographer shall be the exclusive photographer retained by the Client(s) for the purpose of photographing the contracted shoot. Family and friend photography is not allowed during these times.
2. **Payment:** The client(s) shall pay in full; the fee owed the photographer no more than 30 days after the shoot.
3. **Cancellation:** If the Client(s) shall cancel this agreement at any time within 24 hours of the scheduled time, for any reason, the sitting fee will still be owed and be non-refundable.
4. **Satisfaction Guarantee:** If the Client(s) or Photographer is not completely satisfied with the shoot, under reasonable circumstances, both may request a secondary shoot at no additional fee.
5. **Photographic Materials:** All photographic materials, including but not limited to; digital files in all formats, proofs and preview books shall be released to the Client under the terms of item #6.
6. **NOTICE OF COPYRIGHT and reproduction:** The Photographer shall own the copyright to all images created. The Client shall have unlimited rights to make reproductions. It is illegal for anyone other than the Photographer and/or Client to copy or reproduce said photographs elsewhere without first obtaining the Photographers written permission. The Photographer shall have rights to make reproductions for Photographers portfolio, in print or digital form, samples, self-promotions and advertisement, entry into photographic contests or exhibitions, editorial use or for display within or without the Photographer's studio. If the Photographer desires to make reproductions for other uses he shall not do so without the written permission of the Client(s). Client trademark restrictions will be adhered to by Photographer.
7. **Initial Editing of Digital Files:** Immediately following the photography session, photographer will review all images and remove any images which are deemed unprintable. Unprintable images include those which have flaws such as eyes closed, unwanted objects visible, or other flaws which cannot be remedied. Photographer will then make the following adjustments as part of the initial editing process: exposure adjustments, color and tonality adjustments, white-balance adjustments, shadow/highlight adjustments. Once the initial adjustments have been made, Client(s) will have the opportunity to review the images and choose any they may wish to have further enhanced, if needed and printed. Further enhancement will include: skin softening, blemish removal, eye sharpening, and color enhancements. The Photographer will consult with the Client(s) on all adjustments, but retains the right to make any adjustments necessary to compliment the Client(s).
8. **Client Usage:** The client is obtaining photographs for corporation use and display only, and shall not sell said photographs nor authorize any reproduction thereof by parties other than the Photographer.
9. **Limited Liability:** If the photographer cannot perform this agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of either party involved, or due to illness of the Photographer, then the session fee shall be returned to the Client(s). The Photographer shall not have any liability associated with this agreement, above the invoice price of the Client(s) order. This limitation of liability also applies in the event that photographic materials are damaged in processing, lost through malfunction, mail, or otherwise lost or damaged through no fault of the Photographer.
10. **Availability:** Due to constraints related to storage, the Photographer cannot guarantee that digital photos will remain available beyond a period of one-year following the shoot date.
11. **Photographer:** The Photographer may substitute another photographer to take photos in the event of Photographer illness or schedule conflicts. In the event of such a substitution, the Photographer warrants that the substitute Photographer shall be a competent professional.
12. **Standard Price List:** The charges in this agreement are based upon the Photographer's standard price list. The price list is adjusted periodically and orders made beyond 6 months following the shoot date shall be subject to the Price List in effect at that time.
13. **Miscellany:** This agreement incorporated understanding by both parties. Any modification of this agreement shall be made in writing and signed by both parties.

Agreed, this ____ day of _____, 20____ Photographers Fee \$_____

Photographer _____ Client _____