

## Terms and Conditions

1. **Exclusive Photographer:** The photographer shall be the exclusive photographer retained by the Client(s) for the purpose of photographing the portrait sitting. Family and friend photography is not allowed during private portrait sittings.
2. **Sitting Fee and Payment:** The client(s) shall pay in full, the sitting fee at the time of the session. This fee shall be non-refundable.
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 required and billed to client.
4. **Satisfaction Guarantee:** If the Client(s) or Photographer is not completely satisfied with the sitting and/or previews, under reasonable circumstances, both may request a secondary shoot at no additional fee. Once print orders have been placed, no refunds will be issued except in extraordinary circumstances to be dealt with on a case by case basis.
5. **Photographic Materials:** All photographic materials, including but not limited to; digital files in all formats, proofs and preview books shall be the exclusive property of the Photographer, unless otherwise agreed to. The Photographer shall make electronic or print proofs available to the client for the purpose of selecting photographs for a period of 6 months following the sitting. In the event of print proofs being released, these prints will be on loan and unless purchased must be returned within 10 business days.
6. **NOTICE OF COPYRIGHT and reproduction:** Except under item 14 below, The Photographer shall own the copyright to all images created and shall have exclusive rights to make reproduction. It is illegal for anyone other than the Photographer to copy or reproduce said photographs elsewhere without first obtaining Photographer's written permission. The Photographer shall only make reproductions for the Client or for the 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).
7. **Initial Editing of Digital Files:** Immediately following the photography session, the 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 prints for personal use and display only, and shall not sell said prints nor authorize any reproduction thereof by parties other than the Photographer. If the Client(s) is obtaining a print for a newspaper announcement or yearbook, the Photographer authorizes this one-time usage, provided the Photographer has been notified prior to the shoot.
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 sitting fee shall be returned to the Client(s), if applicable. 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. Addendum: Client is

aware that the color dyes in photography may fade or discolor over time due to the inherent qualities of dyes. The Client(s) release the Photographer from any liability whatsoever for any claims based upon fading or discoloration due to such qualities.

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.

14. **NOTICE of COPYRIGHT – Addendum:** In the event that the Client(s) elect to purchase a print-ready CD, the Client(s) is granted the right to print and reprint the photos on said CD for an unlimited duration. In the event that the Client(s) elect to purchase a web-ready CD, the Client(s) is granted the right to publish, in electronic form to the Internet, the images contained on said CD. The Photographer shall in all cases retain full copyright of the image(s) and all rights listed under section 6, in the case of web-ready images no attempt is to be made to conceal or remove the © from the images. In no case is the Client(s) permitted to sell or resell neither the digital images contained on the CD nor any prints made from said CD.