

Terms and Conditions

Charges

The session fee is based on the standard price list and includes the time and artistic view of the photographer. Fully edited high resolution digital files selected by the photographer will be delivered via Pixieset album. Client will have 30 days to download the delivered files after which the Pixieset album will expire. Images will remain archived for one year.

Exclusive Photographer

The photographer shall be the exclusive photographer retained by the client for the purpose of photographing the event. Guests, family and friends of the client shall be permitted to photograph as long as they shall not interfere with the photographer's duties.

Payment

The client shall make a full payment to retain the photographer to perform the services specified herein.

Cancellation

If the client shall cancel this agreement, then the \$50 deposit will be retained.

Copyright and Reproductions

The photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The photographer shall only make reproductions for the client or for the photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, website, or for display within or on the outside of the photographer's studio.

Client's Usage

The client is obtaining digital files for personal use only, and shall not sell said prints. If client is obtaining a digital file for newspaper announcement of the wedding, editorial use, or website, the photographer authorizes client to use the digital file in this manner as long as the photographer is notified. Images can be used in contests as long as client gives proper reference to the photographer/business.

Failure to Perform

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 the parties, or due to photographer's illness, then the photographer shall return the deposit to the client but shall have no further liability with respect to the agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the photographer. In the event the photographer fails to perform for any other reason, the photographer shall not be liable for any amount in excess of the retail value of the client's order.

Inherent Qualities

Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes as well as DVD or CD media which may deteriorate due to delamination and oxidation, and client releases photographer from any liability for any claims whatsoever based upon the deterioration due to such inherent qualities.

This agreement incorporates the entire understanding of the parties. Any modifications of this agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this agreement.

The parties have read this agreement, agree to all its terms, and acknowledge having read the agreement. Upon payment of deposit for the scheduled session this agreement is considered valid.



Client Signature: _____

Client Name: _____

Date: _____