





This Agreement is subject to all the terms and conditions.

#### Terms and Conditions

1. **Deposit and Payment.** The Client shall make a deposit of 100% to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. If the Client refuses delivery of the order or refuses to pay within thirty (30) days of this order, Client shall be in default hereunder and shall pay 1% percent interest each month on the unpaid balance until payment is made in full.
2. **Cancellation.** If the Client shall cancel this Agreement 24 or less hours after the order is placed, any deposit paid to the Photographer shall be refunded in full. If Client shall cancel order after 24 hours, liquidated damages shall be charged in a reasonable amount not to exceed the deposit.
3. **Photographic Materials.** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer shall make proofs and previews available to the Client for the purpose of selecting photographs, but such proofs and previews shall be on loan and, if they are not returned within fourteen (14) days of receipt by the Client, shall be charged to the Client at the same rate as finished prints of the same size. The Photographer may, with the Client's permission, make the proofs available on a Web site or CD-ROM.
4. **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, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.
5. **Client's Usage.** The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a print for reproduction, Photographer authorizes Client to reproduce the print only as set forth under Special Usage Requirements on the front of this form. In such event, Client shall request that a credit for the Photographer be placed adjacent to the photograph on publication, but shall have no liability if the publication refuses or omits to do so.
6. **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 the 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.
8. **Inherent Qualities.** Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
9. **Photographer's Standard Price List.** The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
10. **Client's Originals.** If the Client is providing original prints, negatives, or transparencies owned by the Client to the Photographer for duplication, framing, reference, or any other purpose, in the event of loss or damage the Photographer shall not be liable for an amount in excess of \$\_\_\_\_\_ per image.
11. **Miscellany.** 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. This Agreement shall be governed by the laws of the State of \_\_\_\_\_.