

## Agreement Terms & Conditions

**Purpose** This agreement contains the entire understanding between the Photographer and the Client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by both parties

**Reservation** Upon your signature, the Photographer will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit is non-refundable, even if the date is changed or the event cancelled for any reason, including acts of God, fire, strike, and extreme weather. The Reservation Deposit is to be paid at time of signing the contract and it is applied towards the contracted Assignment Package. Client understands and agrees that the entire amount owed for the Assignment Package described in the contract is due on the day of the Assignment, or, on the Outstanding Balance Due date (if specified). Client agrees if the balance is not paid by this time, the Photographer will not photograph the Assignment, with a loss of Reservation Deposit by Client and no liability to the Photographer.

**Pre-Assignment Consultation** The parties agree to a pre-assignment consultation before the Assignment in order to finalize the actual shooting times, locations, and Client's request list (in writing) for specific photographs. The Client will be responsible for or have someone designated, to identify people (or objects) of which specific photographs are desired. The Photographer will not be held accountable for not photographing desired subjects if there is no one to assist in identifying said subjects.

**Shooting Time / Additions** The photography schedule and selected methodology are designed to accomplish the goals and wishes of the Client in a manner enjoyed by all parties. The Client and the Photographer agree that cheerful co-operation and punctuality by all members of the Assignment staff are therefore essential to that purpose. Shooting commences at the scheduled start time agreed by both parties. Should additional photography and/or travel time, that is not included in the agreed package, be requested by the Client, it will be charged out at the rates specified in the Assignment Package, rounded to the nearest hour.

**House Rules** The Photographer is limited by the guidelines of assignment officials and/or assignment location site management. The Client agrees to accept the technical results of their imposition on the Photographer. Negotiation with the officials for moderation of guidelines is the Client's responsibility; the Photographer will offer technical recommendations only.

**Digital Negatives, Prints, Copyrights, License** It is ILLEGAL to copy or reproduce these photographs without the Photographer's written permission, and violators of this Federal Law will be subject to its civil and criminal penalties. The photographs, digital negatives or prints produced by the Photographer are protected by International Copyright Law (all rights reserved) and the Photographer retains the copyright to all photos produced. The Client may receive a copy of the digital files, if it has been agreed upon as part of the Assignment Package. If so, the Client may reproduce any photos in any manner they like for internal and external purposes. However, the Client agrees to obtain written permission from the Photographer prior to the Client (or its assigned agents) publishing or selling the photographs for profit. Real Estate photography client: The photographer issues a limited license for the Client to use the digital images supplied under this contract in his/her MLS listing and in other promotional materials intended to sell the property under his/her current contract with the property owner. Those images may NOT be transferred to anyone including other listing agents or property owners without written permission from the Photographer.

**Model and Property Release** The Client hereby grants to the Photographer and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the Assignment, its guests, attendees, and officials for editorial, self promotional, trade, advertising, stock, commercial and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases the Photographer and his legal representatives and assigns from all claims and liability relating to said photographs.

**Exclusivity / Guest Photography** If the Photographer is the sole professional photographer at the Assignment (as specified in the Assignment Details), it is understood that the Photographer will be the only one allowed to photograph the event. In which case, amateur photographers may take photos during the event if they do not interfere with the contracted Photographer and are not shooting the Photographer's same posed shots. If a problem arises with any guest or attendee(s) the On-site Assignment Contact will be advised to handle the situation politely for the Photographer by enforcing the conditions of this agreement.

**Co-operation of Guests and Other Service Providers** The Client is responsible for the conduct of the guests. Co-ordination with other service providers may be necessary to complete all the photography as scheduled. The Client should share the photography schedule with other service providers to make sure that there are no conflicts with times. In addition, events during the Assignment should be planned to make the best use of time for all vendors. The Photographer will not tolerate verbally or physically abusive behavior, nor will the Photographer share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography will seriously affect the quality of the photographs taken and increase the number of photos that must be created. If the Client is unable to control the conduct of the guests or if the conduct of any of the Assignment guests damages any of the equipment of the Photographer, it will result in the early or immediate end of the Assignment. The Client understands that in such an event, no refund will be given.

**Completion Schedule** The Client agrees that no part of the Assignment Package, including previews (if any) will be delivered until the Outstanding Balance is paid in full. Digital processing takes approximately one (1) week and prints/reproductions/enlargements one-two (1-2) weeks, and possibly longer when print-processing schedules are heavy. A digital proof album will be given to the Client no more than fourteen (14) days after the Assignment, in the form of an Online Photo Gallery, or other medium, assuming the Outstanding Balance has been paid.

**Payments, Fees & Charges** The Client agrees that the Reservation Deposit is required at the time of signing the contract and the Outstanding Balance is due on the day of the Assignment, or on the Outstanding Balance Due date in the Assignment Package Summary, if specified. A \$25 late payment fee is to be charged for payments that are not postmarked, delivered to the Photographer by the agreed date. There is a \$ 25.00 charge for payments returned by the bank for any reason.

**Right of Withdrawal** The Photographer's discovery of new information, changes, or other factors tending to circumvent its policies could result in its withdrawal. Non co-operation; changes of locations, facilities or times available; missed appointments; bad or returned cheques, or late payments are examples of contributing factors. Should the Photographer initiate the withdrawal, all fees and deposits will be returned, excepting fair market value for all services/products already provided. In case of withdrawal, \$25 an hour is billed for all photography services already provided, and \$25 an hour is billed for all other services, consultations, editing and \$0.5/miles for travel time, rounded up to the nearest half-hour. If the Photographer withdraws -- the Client will not be billed for any services in excess of their deposits (except if deposit was in form of returned checks).

**Limit of Liability** In the unlikely event of severe medical, natural, or other emergency it could be necessary to retain a different photographer. The Photographer will make every effort to secure a skilled replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the Assignment Package. The Photographer takes the utmost care with respect to exposure, transportation, and processing the photographs including using professional grade equipment and professional grade backup equipment. However, in the unlikely event those photographs have been lost, stolen, or destroyed for reasons within or beyond the Photographer's control, the Photographer's liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

**Non-Guarantee** Although every possible care will be taken to produce photographs of all important and special moments during the Assignment, the Photographer cannot place an unconditional guarantee on the above. The Photographer will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of the Photographer's control.

**Performance** The performance of this contract on behalf of the Photographer shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and / or conditions beyond its control.

**Severability** If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

**Amendments** This contract has been freely negotiated and shall be recognized as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the Client and the Photographer at the time of this signing shall be recognized as amendments to this contract.

**Reprint Orders** If a disc of the digital photos is not part of the agreed Assignment Package, prints (or additional prints) of photos and other products can be ordered by the Client, through the Photographer, or Online Photo Gallery, if included in the package, at listed prices.

**Atlantic Picture Inc.** This document is provided by Atlantic Picture Inc. for its members and their clients only. This agreement is solely between the Photographer and Client stated, and Atlantic Picture Inc. will not be liable to either party for its use and enforcement.