



# CONTRACT FOR PHOTOGRAPHIC SERVICES

It is understood that Photography by True media & culture is the exclusive, official photographer retained to perform photographic services requested on this contract.

Photographer reserves the right to use negatives, RAW images, edited images and/or reproductions for advertising, display, publication or other purposes, not restricted to use on the web, Facebook, business cards, or posters.

Original photographs are not included, only edits. Photographer retains the right to edit the photographs and omit any image. It is understood that Photographer will not deliver every exposure taken. Client agrees to abide by Photographer's editing decisions.

Client will receive photos on digital download.

Client understands that when publishing photos on websites, i.e. personal website, Facebook, etc., client will not edit the photos in any way, i.e. editing the watermark, cropping, filters, etc.

The album is only for the owner (the paying client), and can not be send to any other (commercial) organization, unless discussed with photographer. The photographer has the right to refuse request.

Client is responsible for making a backup of all photos from the digital download. All photos will be deleted automatically after 2 months from the website. After 2 months, a service fee of \$30,- will be charged to have your photos published on my website again. Photographer will make every attempt to keep archival copies of photos but does not guarantee that they will be retained indefinitely.

Client shall assist and cooperate with Photographer in obtaining desired photographs. Photographer shall not be responsible for photographs not taken as a result of Client's failure to provide reasonable assistance or cooperation. Client will be respectful to Photographer and all parties being photographed. Photographer has the right to end the session, without refund, if there is lack of cooperation or respect.

Client will not hold Photographer or the owner of the property liable for any injury that may occur during the session.

When final video or photo is ready client have up to 90 days to request any changes or ask for editing. Client have up to 2 months to request for pictures prints, album etc. after that we have the right not to give any, also after 2 months True media & culture is not responsible for original raw footage (photo/video)

#### NOTICE OF COPYRIGHT:

It is ILLEGAL to copy or reproduce these photographs without Photographer's permission, and violators of Law will be subject to its civil and criminal penalties.

Photographer retains copyright to the photographs. Printing and/or distribution rights granted as noted below.

All retainers and payments are non-refundable.

This Contract incorporates the entire understanding of the parties. Modification to this Contract must be in writing and signed by both parties.

## FOR ALL SESSIONS (except weddings)

Photographer understands weather, illness, or other reasons may cause Client to reschedule a session. Client will not be charged a penalty rescheduling a session provided at least a 24 hours notice is given. Client may reschedule the session, at the convenience of Photographer, without being charged a fee.

If True media & culture photographer cannot perform this contract due to fire or other casualty, strike, or any other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return Session Fees and retainers/deposits to the client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event that True media & culture photographer fails to perform for any other reason, True media & culture photographer shall not be liable for any amount in excess of the retail value of the Client's order.

**Quotations with a bigger value than \$500,- requires a downpayment of 20% of the total amount. The money needs to be transferred one week before start.**

The charges in the Contract are based on True media & culture Package and 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. **Full payment of the services shall be submitted after the two weeks of the shooting day and in case of delay additional late fee will be charged at 0.5% of the full fee per day.**

No show or rescheduling within 24 hours will incur a \$50,- reschedule fee at the discretion of Photographer. Photographer will make every effort to spend the necessary time, including on multiple days, at the convenience of Photographer. Photographer may reschedule without penalty.

Completion of processing and edits of a photography session may take two weeks for delivery.

Real Estate sessions will be demanding on the weather. The final call is for the photographer to give.

Watersport sessions will be demanding on the weather. With more than 16 knots forecasted on the scheduled time on windguru.com, the shoot will continue.

## WEDDINGS

If True media & culture photographer cannot perform this contract due to fire or other casualty, strike, or any other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return Session Fees and retainers/deposits to the client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event that True media & culture photographer fails to perform for any other reason, True media & culture photographer shall not be liable for any amount in excess of the retail value of the Client's order.

Quotations with a bigger value than \$500,- requires a downpayment of 20% of the total amount. The money needs to be transferred two months before scheduled date.

The charges in the Contract are based on True media & culture Package and 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. Full payment of the services shall be submitted after the two weeks of the shooting day and in case of delay additional late fee will be charged at 0.5% of the full fee per day.

### Cancellation:

When client canceled the wedding between two months and two weeks before scheduled date, the client will get full restitution of the downpayment. If the client canceled the wedding within two weeks of the scheduled date, there will be a 20% charge of the total amount from the quotation.

Photographer understands Covid-19 may cause Client to reschedule the date. Client will not be charged a penalty rescheduling a session provided at least a 2 weeks notice is given. Client may reschedule the session, at the convenience of Photographer, without being charged a fee.

# **DIGITAL IMAGE AND PRINTS TERMS OF USE**

Client may not reproduce the album or files in any way. The album is only for the owner (the paying client) to print photographs (as noted in the release). Client may not edit the photographs in any way. This includes, but is not limited to, removal of watermarks, cropping, or using filters. Printed photograph quality will depend on where it is printed. Only prints printed through Photographer will be guaranteed for color and quality.

If included, files in the “web” folder or with “web” in the name are resized and sharpened for web viewing (i.e. Facebook, Flickr, Blogger). These files are watermarked and should be used. Client should not print these files. These files should be used on the Internet (web, Facebook, e-mail, etc.).

Photographs may not be entered in photo contests without expressed permission from Photographer.

## **RELEASE AND WAIVER OF LIABILITY**

I HAVING AGREED TO ACT AS A MODEL, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no

health-related reasons or problems, which preclude my participation in this activity or event. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the ordinary negligence of the provider or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from

this event, THE FOLLOWING ENTITIES OR PERSONS: True media & culture and/or their owners, directors, officers, employees, volunteers, representatives, insurance carrier, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;

2. I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in the above paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of such entities or persons or otherwise.

3. I acknowledge that Photography by True media & culture and their owners, directors, officers, employees, volunteers, representatives, insurance carrier, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of True media & culture Photography.

4. I acknowledge that this activity or event may involve physical activity, and may carry with it the potential for death, serious injury, and property loss. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

5. I understand that at this event or related activities, I may be photographed.

6. I acknowledge that flash photography or strobe lights may be used during this event or activity.

7. I agree to allow my photo, video, or film likeness to be used for legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.