

TERMS AND CONDITIONS

- It is understood this Studio/Photographer is the exclusive official photographer retained to perform the photographic and/or video services requested on this Contract.
- Upon signature, the Studio/Photographer shall reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, unless the Studio is able to fully replace the canceled reservation, all retainers are non-refundable, even if the date of the wedding is changed or the wedding is canceled for any reason.
- If, in the opinion of the photographer, inclement weather or other adverse conditions prevent the creation of a portrait meeting the artistic standards of the studio/photographer, photographer may elect to use an alternate location or to reschedule the portrait.
- No part of any order, including previews, will be delivered until the balance is paid in full.
- The Studio/Photographer reserves the right to use photographs and/or reproductions for advertising, display, publication or other purposes. Negatives, digital files and previews remain the exclusive property of this Studio/Photographer.
- Studio/Photographer may substitute another photographer to take the photographs in the event of Studio/Photographer's illness or of scheduling conflicts. In the event of such substitution, Studio/Photographer warrants that the photographer taking the photographs or video shall be a competent professional.
- If the Studio/Photographer cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return the deposit 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 other media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Studio/Photographer fails to perform for any other reason, the Studio/Photographer shall not be liable for any amount in excess of all monies paid.
- 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.
- The charges in this Contract are based on the Studio's/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.
- **NOTICE OF COPYRIGHT:** It is **ILLEGAL** to copy or reproduce these photographs or videos elsewhere without Studio's/Photographer's permission, and violators of this Federal Law will be subject to its civil and criminal penalties