



#### Terms & Conditions:

1. It is understood this photographer is the exclusive official photographer retained to perform the photographic services requested on this contract. Under no circumstances shall other vendors be allowed to photograph the event. Specifically, videographers are not to use or carry film or digital still photographic equipment at the event. Family and friends are welcome to take any photos they wish as long as they do not interfere with the creative process. Simultaneous coverage by another photographer with professional still photographic equipment releases this photographer from this contract.
2. Payment policy: A non refundable retainer of 30% of the package will reserve the photographer for coverage on the specified date and will be applied to the package. The remaining balance is due upon our arrival to the event, on the event date.
3. Price protection: The photographer warrants all prices quoted for professional services, photographs and albums are valid for a period of 6 months following the date of the event. Orders placed after that are subject to the photographers current published pricing.
4. Copyrights: As the author of all images made hereunder, the photographer shall retain the copyrights in perpetuity, regardless of possession or ownership of photographs, digital files or any other format of reproduction. Client may not reproduce images in any manner without the photographers explicitly written permission. Client recognizes and agrees that the photographer may reproduce, publish (including internet) exhibit, and otherwise use images created hereunder, without specific identification of persons or events. (1) As samples of work to be shown to prospective clients (2) for instructional purposes (3) As samples of work to be displayed for marketing or competition.
5. Model release: The contracting party grants ShoeBox Photography the unrestricted right to copyright, use and publish photographs of the contracting party for commercial, promotion, competition, or other purposes without compensation or liability to the contracting party. Client agrees to indemnify and defend photographer against any and all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of any use of any photographs for which the clients guests provided to release to the photographer for any photographs, which are illegally altered by client. Unless so furnished, in writing, no release exists. Photographers liability for all claims shall not exceed in any event the total amount paid under this contract.
6. Requested photos: While photographer will make every reasonable effort to take photos requested by client, client understands that this is an uncontrolled event and that due to the

vagaries of weather, available light, time restrictions, and willingness of subjects, photographer cannot possibly guarantee that ALL requested photos will be taken.

7. Cancellation: Upon acceptance of these terms, the photographer reserves the time and date for client and will NOT make any other reservation for that time. For this reason the retainer is non refundable even if the client cancels the order for photography or changes the date of the event. However, if the photographer is able to contract another event for the cancelled date, the retainer will be refunded. The photographer warrants that in the event of a cancellation reasonable effort will be made to secure a replacement assignment.

8. Limitation of liability: While every reasonable effort will be made to produce and deliver outstanding images of the event, the photographers entire liability to the client for any claim, loss, damage or injury arising under or relating to the agreement or the photographers performance hereunder, including the negligence of the photographer, is limited to a refund to the client of all fees paid for services. In the unlikely event of personal illness to the photographer, all reasonable efforts will be made to find a suitable replacement. If client rejects substitute photographer, client may terminate this agreement and receive a full refund of the retainer paid to the photographer. If photographer or it's assigns, cannot perform this agreement due to a fire, casualty, strike or other civil disturbances, acts of God, including but no limited to road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, then the photographer shall return any monies paid by the client, less expenses, but shall have no further liability with respect to the agreement. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, card malfunction, lost in the mail or otherwise lost or damaged without fault on the part of the photographer.

9. House rules: The photographer is limited by the guidelines of the ceremony official or reception site management. The client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for alteration of guidelines is clients responsibility; the photographer will give technical recommendations only.

10. Albums (if purchased): Clients will be asked to select between 50-100 images for their album. The number of images put in the album will be between 30-100, and will vary by design of the album. Clients are asked to mark images that must appear in the album. Client has 45 days to provide their choices to the photographer for inclusion into the album. If the client does NOT provide their choices within the 45 days, they forfeit any choices of images included in the album. As part of the service, the photographer will design the layout of albums including photograph size and image placement. The custom designed album is usually ready between 1 and 3 months after clients choices have been received.

11. Slideshows: The images to be used in the slideshow will be selected by the photographer. Images in slideshow may include artistic enhancements or touch ups. Slideshows will be set to the song(s) of your choice.

12. Photo discs: Upon receipt of a photo DVD, client accepts all responsibility for archiving and protecting the photographs contained within. Photographer does not permanently archive images. Photographer is not responsible for the life span of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is clients responsibility to make sure that digital files are copied to new media as required.

13. Reproduction: Client agrees to purchase prints directly from photographer unless in possession of high resolution digital files. Client agrees not to scan, copy, or reproduce images in any manner without written permission. Should photographer become aware of reproduction without permission, client will remit a usage fee of \$300 per image, per usage to photographer. If high resolution digital files are purchased, a print release will be supplied with those files. The print release grants the client the right to reproduce the images provided for their personal use only. It does not allow the photos to be altered, sold or published. Client further agrees not to supply images to any third parties (including vendors associated with the event or album designers).

14. Travel expenses may be incurred should the following conditions apply; Client agrees to pay for fuel consumption at a rate of .50 cents per kilometre over and above the maximum distance of 30 kilometres included. One room for one night at the host or nearby hotel should coverage extend past 10:00pm and distance is further than 30 kilometres.

15. No part of any order will be delivered until the balance is paid in full.

16. This contract incorporates the entire understanding of the parties. Any modifications of this contract must be in writing and signed by both parties.