

Terms And Conditions – Social Event Photography

A. Exclusive Photographer(s): Clients hereby engage the Studio as the exclusive official photographer to provide the services at the occasion(s), date(s), and place(s) set forth in section 1 of this agreement. It is the responsibility of the Client to enforce this rigidly. The Studio shall have the right to remove or insist upon the removal of any person, camera, flash, or floodlights, which may interfere with the Studio's ability to provide services in accordance with this Agreement. The Studio shall have the right to assign this Agreement and to delegate any photography/video and/or processing work to any employee, agent, subcontractor, or processor. Client's failure to provide exclusivity to the Studio shall constitute a breach of their Agreement by the Clients and relieve the Studio of all obligations and liability hereunder.

B. Payments: Clients agree to purchase and pay for all orders in accordance with the terms of this Contract. The Studio will not proceed until the required deposit(s) are paid. Each Event shall be considered one order, no matter how many individual parties are to receive copies. This will give the client the lowest price. The undersigned will be responsible for the entire order and no partial orders will be given out until the balance is paid in full including all sales taxes and/or postage and handling. Orders not picked up within thirty (30) days of their completion shall be subject to a 2% per month storage charge. All prices are valid for sixty (60) days from the date of the session; thereafter all prices are subject to the prevailing prices at the time the final order is picked up. Clients must place their final order relative to this contract within ninety (90) days from Clients receipt of their edited images. After ninety (90) days, the Studio is released from the terms of this contract including the production of any order of related photography products. The Studio shall not be responsible for orders left in the studio ninety (90) days from date of completion. Prices on future copies are subject to change without notice. There will be a \$50 service charge on all checks returned by your bank to the Studio. In the event of a cancellation of this contract for whatever reason, or in the event of any breach thereof, the undersigned shall remain liable for any damages and loss of profits by the Studio together with reasonable attorney's fees, collection fees, costs, and disbursements. Deposits/retainers made hereunder shall be retained by the Studio.

C. Copyright: All photography and rights to reproduce from such photography are the property of the Studio. United States copyright laws protect the work product of photographers such as the Studio. Clients shall not make copies or reproductions of any photography produced by the Studio pursuant to this agreement without Studio's express written consent. However, when Client purchases the "files", they have full "usage rights", allowing Client to print, enhance, or share.

D. Additional Uses: The undersigned, acting as agents for all members of your families and wedding party, grants the Studio all rights for display, competition, publication and advertising use of all photography taken under this Agreement on the payment of one (1) dollar and other valuable considerations which is hereby acknowledged as being paid. The Clients further agree to indemnify, defend and hold harmless the Studio from all claims made by any person arising from such use. The Client agrees that any and all photographs may be stamped with the Clair Pruett logo.

E. Release: The Client's specifically acknowledge that photography is not an exact science and that on certain occasions files or other materials may prove defective. The Clients hereby agree that the Studio shall not be responsible for any ruined or defective photography caused by defective files, printing, camera malfunctions, machinery or other materials or causes beyond control of the Studio. In the event that any order or part thereof is undeliverable, the Studio's liability shall be limited solely to the refund of the payments made by the Clients to the Studio. Clients acknowledge that in the event that there are any defects, distortions or variations in photography due to improper background, clothing material, improperly fitting clothes and/or the closing of eyes, facial expressions or posing by various subjects, poor available light, restricted camera location, etc., these are matters beyond the control of the Studio and the Clients shall not hold the Studio liable for the same.

F. Specific Image(s): The Client acknowledges that the Studio is engaged for the purpose of providing a choice of images that varies according to the wedding plan chosen and time and circumstances. The Studio is not held liable for its failure to provide specific images, even if requested. The client further acknowledges that all images have the same per print value, and that no individual or group of images have a value greater than another. Standard images on a wedding or other candid event vary from year to year. The studio alone will determine which images will best capture the contracted event. All retouching and artwork performed by the Studio will be at the expense of the client.

G. Limitation of Liability: THE STUDIO SHALL NOT BE LIABLE TO THE CLIENTS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE FOR FAILURE TO DELIVER, PROCESS, OR REPRODUCE ALL OR ANY PART OF ANY ORDER. CLIENTS HEREBY AGREE THAT STUDIO'S LIABILITY IS EXPRESSLY LIMITED TO THE DOLLAR AMOUNT OF ALL PAYMENTS MADE BY CLIENTS TO THE STUDIO HEREUNDER.

H. Limited Photography Warranty: THE STUDIO MAKES NO FURTHER WARRANTIES, EXPRESS OR IMPLIED, NOR IS ANYONE AUTHORIZED ON ITS BEHALF. ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PURPOSE, ARE EXPRESSLY LIMITED TO THE ONE YEAR LIMITATION PERIOD SET FORTH PREVIOUSLY.

I. Limitation Period: The Clients hereby agree that any action or proceeding by the Clients, or their successors in interest, based on breach of warranty, contract or otherwise arising out of this Agreement against the Studio shall be brought against the Studio no later than one (1) year from the date that the photography or other items are delivered to the clients. The Approximate Completion Date for the final photography is acknowledged by the Clients as only tentative and is subject to quality control revisions.

J. Force Majeure: The Studio shall not be responsible for any failure to provide services or photography due to acts of God, war, or any government or agency, fire explosion, epidemics, strikes, lockouts, embargoes, severe weather conditions, delays or loss in processing, file corruption, transportation or delays or losses by suppliers or processors for similar causes. In the event any of the above makes it impossible or impractical for the Studio to perform any services or to process or deliver all or any part of any order, the Studio shall be relieved of any released from its obligations under this Agreement, whereupon the Studio shall refund corresponding payments made by the Clients to the Studio in connection therewith.

K. Entire Agreement: This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties with respect to such subject matter. The terms and conditions of this Agreement may not be changed or modified without prior written consent of the Studio. There are no verbal agreements as part of this contract. If anyone or more of the provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and in effect and shall not be affected, impaired or invalidated. This Agreement shall be construed and governed by the laws of the Commonwealth of Pennsylvania. The above terms are agreeable as set forth in this contract.

Client Initials: _____