

TERMS AND CONDITIONS

When booking a session, you agree to these terms of service upon paying your booking retainer fee. Any trade work agreed to by the photographer and another vendor is still subject to these terms and conditions.

DEFINITIONS:

This Agreement is between Deviant Vision Photography ("Photographer") and [You] ("Client") which includes Client's principals, employees, affiliates and representatives. Client agrees that it has the legal authority to enter into this Agreement on behalf of its employer, company or organization. Photographer's relationship with Client is that of an independent contractor.

"Image(s)" means the photographic material, whether still or moving, created by Photographer pursuant to this Agreement and includes, but is not limited to, transparencies, negatives, prints, or digital files, that were captured, recorded, stored, or delivered, in any type of analogue, photographic, optical, electronic, magnetic, digital, or any other, media.

USAGE RIGHTS AND OWNERSHIP:

Client acknowledges that Photographer is the Author of the Image(s) and also the first and sole owner of all copyrights of the Image(s). The Image(s) and all copyrights remain the exclusive property of Photographer without limitation. All usage rights to the Image(s) specifically granted by Photographer to Client appear on the reverse side of this Agreement.

IMAGES ARE LICENSED FOR SPECIFIC USE(S) AND ARE NOT SOLD.

Client understands and agrees that it is not buying the Image(s) but is paying only for a licence to use the Image(s) as specified on this Agreement. Note that buying the copyright to the Image(s) will always be much more expensive than any licensing fee.

The term of licence begins from the date Photographer receives full payment of invoice and upon delivery of images.

Unless otherwise agreed, any rights granted are always non-exclusive, non-sub-licensable and non-transferable. Any Image(s) may not be used in a logo, corporate identity, trademark or other service mark.

The use of any Image(s) by Client will not constitute a work of joint authorship.

Copyright metadata contained within any digital file may not be altered, or removed, without the express consent of Photographer.

Unless otherwise agreed, Photographer retains the right to use the Image(s) for his self-promotion.

PHOTOGRAPHIC INTEGRITY AND ALTERATIONS:

Client will not make or permit any alterations, including, but not limited to, filters, additions, subtractions, or adaptations, with respect of the Image(s), alone or with any other material, without the prior express permission of Photographer.

Portrait sessions include editing which consist of changes to the color, crop, contrast, & exposure at the photographers discretion. Portrait sessions do not include retouching. Boudoir sessions include retouching done at the photographer discretion.

GENERAL LIABILITY AND RELEASES:

Photographer will take all reasonable care in the production of the Image(s) and the performance of this agreement. But Photographer will not be liable for any loss, damages, or costs, suffered by Client, or by any third party, arising from Client's use of any Image(s).

Client will indemnify, defend, and hold harmless, Photographer, his contractors, and his representatives, against any and all claims, liabilities, damages, costs, and expenses, including reasonable legal fees and expenses, that may arise from Client's use of any Image(s).

Photographer is not responsible for obtaining model, property, trademark, copyright, or any other, releases in connection with the Image(s) unless specifically stated in this Agreement. It is Client's responsibility to obtain all necessary permissions for any Image use that requires a release or other consents.

Should Photographer agree to deliver any releases, it is Client's responsibility to determine whether such releases are suitable for Client's purposes. Photographer gives no warranty or guarantee as to the legal validity of any release.

In any event, Photographer's liability for all claims will not exceed the total amount paid under this Agreement.

PAYMENT:

Time is of the essence for receipt of full payment under this Agreement.

NO RIGHTS ARE GRANTED UNTIL PHOTOGRAPHER HAS RECEIVED FULL PAYMENT, INCLUDING, IF APPLICABLE, ANY LATE-PAYMENT CHARGES.

UNLESS OTHERWISE AGREED, THE USE OF ANY IMAGE(S) PRIOR TO FULL PAYMENT WILL BE CONSIDERED AN UNAUTHORIZED USE. CLIENT AGREES THAT THE REASONABLE AND STIPULATED AMOUNT THAT WILL BE PAID TO PHOTOGRAPHER FOR SUCH AN UNAUTHORIZED USE WILL BE DOUBLE THE INVOICE TOTAL.

Where usage rights before full payment are granted, Photographer reserves the right to rescind any such usage rights if Client fails to make timely payment.

All invoices are due upon receipt. Adjustments of amounts or terms must be requested within ten days of invoice receipt.

Photographer does not provide any receipts to Client. Photographer's invoice will serve as Client's receipt for work performed and services rendered. Bank transfer fees are the responsibility of the Client.

CREDIT LINE and COPYRIGHT NOTICE:

Copyright notice is required when posting the images on the internet. If a copyright notice is required but not actually provided, Client agrees that the amount of DOUBLE THE INVOICE TOTAL is the fair and reasonable compensation that will be paid to Photographer for the loss of recognition, or lack of copyright protection, resulting from the lack of, or an improper, copyright notice or credit line.

CANCELLATIONS AND POSTPONEMENTS:

A 50% retainer fee is due to hold your session date. This fee is non-refundable. The remaining balance is due the date of your session. If you cancel your retainer is forfeited and may not be applied to another session. If you do not cancel and the photographer arrives at the location of the session you will be responsible for paying the remaining 50% balance.

RESHOOTS:

If Client requires a reshoot, Client will pay Photographer an additional fee of one hundred percent of the fee stated in the quote or invoice for the original shoot, plus all expenses for the reshoot.

If a reshoot is required due to factors beyond the control of Photographer, including but not limited to, weather conditions, or acts of God, Photographer will not charge an additional fee and Client agrees to pay all expenses for the reshoot.

FAILURE TO PERFORM:

If Photographer is unable to supply his photographic services due to illness, mechanical breakdown, accident, acts of God, or any other cause beyond his control, then Photographer will attempt to procure the services of another professional photographer to fulfill his obligations. If that does not succeed, Photographer will return any fees paid by Client and will have no

further liability with respect to this Agreement, and Photographer will not be responsible or liable for any other damages beyond the amount of this Agreement.

This limitation of liability will also apply in the event that any Image is lost or damaged through equipment malfunction, or otherwise, without the fault of Photographer.

KILL FEE:

Provided that Photographer has executed the photography assignment in a professional and competent manner, Client agrees to pay Photographer all fees and expenses in connection with said assignment, whether or not Client uses any Image(s).

ARCHIVING DIGITAL FILES:

While Photographer may choose to archive the Image(s), it is Client's responsibility to properly store and archive the Image(s) for the duration of the term of license. Photographer cannot guarantee the availability of any Image(s) beyond the date of first delivery to Client.

Client is aware that optical, magnetic, electronic, and any other, media for storing digital data are inherently unstable. Client hereby releases Photographer and his contractors, and representatives, from any liability for any claims, damages, or costs, arising from any media supplied by Photographer becoming unusable.

All digital files created by, or on behalf of, Client that contain any Image(s) will be deleted or destroyed within ten days after the expiration date of license.

Any requests for the photographer to reproduce images that were already delivered will incur a \$50 processing fee.

DIGITAL FILE QUALITY:

Photographer is committed to providing high quality services. Unless otherwise specified, Photographer may deliver, and Client agrees to accept, the Image(s) encoded in an industry-standard data format that Photographer may select, at a resolution that Photographer determines will be suitable to the reproduction technology and use(s) for which the Image(s) is licensed.

Photographer uses cameras and monitors that are color calibrated to industry standards. But due to variances in other monitors, software and computer platforms, the Image(s) may display differently on other monitors. Therefore, neutrals will be set for mathematical neutrality and color will be adjusted for pleasing tonalities.

It is Client's responsibility to verify that the digital data, including color profile, if provided, are

suitable for reproduction of the expected quality and color accuracy, and that all necessary steps are taken to ensure correct reproduction. If the data are not deemed suitable, Photographer's sole obligation will be to replace or repair the data, but in no event will Photographer be liable for poor reproduction quality, delays, losses, expenses, or consequential damages, resulting directly, or indirectly, from defects or errors in digital files or their use.

All editing is done at the photographer's discretion. The photographer reserves the right to refuse any additional edits requested. Some images may only be produced in color or black and white at the artists discretion. If the client(s) wish to request additional editing of images this is done at a separate fee starting at \$50 per image.

SESSION TERMS:

Sessions will be conducted at a location agreed upon by the photographer. The photographer will not trespass or use any property/locations that is considered unlawful to do so. The photographer is bound by any rules states for the property or location. If the Client wishes to shoot on private property it is the Clients soul responsibility to get authorization from the owner of the property. The photographer is not responsible for hazards at the location and the Client agrees to enter into the session at their own risk.

No other photographers/videographers are allowed during the session unless agreed to in writing by Deviant Vision Photography. Client or guest will refrain from taking cell phone images during the session unless agreed upon by the photographer.

ACCEPTANCE OF TERMS:

Client may not assign or transfer this Agreement or any of the rights granted hereunder. This Agreement is binding upon, and inures to the benefit of, Client and Photographer, as well as their respective principals, employees, representatives, and successors. Client and its principals, and employees, are jointly and severally liable for the performance of all payments and other obligations hereunder.

No amendment or waiver of any items is binding unless set forth in writing and signed by the parties. E-mail and electronic signatures will be considered legal and binding. However, the invoice may reflect, and Client is bound by, Client's oral authorizations for any additional Image(s), fees, and expenses, that could not be confirmed in writing due to the immediate proximity of completing the photography assignment.

This Agreement will be deemed to be a contract made under the laws of the United States and the State of New Hampshire, and for all purposes will be interpreted in its entirety in accordance with these laws. Client specifically and irrevocably confers personal jurisdiction over it by the courts of the state of New Hampshite. Client will pay all arbitration and court costs, reasonable legal fees, expenses, and legal interest, on any award or judgment in favor of Photographer.

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

In addition to oral and written agreements, placing a retainer fee for a future session and/or use of any Image(s) by Client will constitute acceptance of all the above terms and conditions.

This Agreement constitutes the entire and only agreement between Photographer and Client with respect to its subject matter and supersedes all previous agreements, understandings, and communications, whether oral or written, between the two parties with respect to the subject matter hereof.

Name *

First Name

Last Name

Email Address *

By checking this box I agree to the terms of service *