

Jay Kelsh, Digital Artist and Photographer

## Photography Terms and Conditions

1. **Exclusive Photographer.** The Photographer/Videographer shall be the exclusive photographer/videographer retained by the Client xxxxxxxx for the purpose of photographing the event as noted in this contract. Guests and attendees of this event shall be permitted to photograph the event as long as they shall not interfere with the Photographer's/Videographer's duties and do not photograph poses arranged by the Photographer.
2. **Retainers and Payment.** The Client shall make an initial payment as a non-refundable payment for the Photographer/Videographer to perform the services specified herein. Payment of agreed upon and due on.
3. **Cancellation.** If the Client shall cancel this Agreement thirty (30) or more calendar days before the event date, any deposit paid to the Photographer/Videographer shall be refunded in full. If Client shall cancel within thirty days of the event date and if the Photographer does not obtain another assignment for that date, agreed upon cost for services is due within seven days of cancellation.
4. **Photographic Materials.** All photographic/ video materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer/Videographer xxxxxxxxxxxxxx. The Photographer/Videographer may, with the Client's permission, make the proofs available on a Web site or DVD for purchase by others.
5. **Copyright and Reproductions.** The Photographer/Videographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. However, this contract will allow reproducing photos for the purpose of website and media tools xxxxxxxx cannot reproduce photos for profit gain. Photos are available for purchase through God's Peeps Productions exclusively. God's Peeps Productions will also be a loud to use the photo taken at this event for they own website and media tools us we see fit.
6. **Client's Usage.** The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If Client xxxxxxxxxxxxxx are obtaining a print for newspaper announcement of the Wedding, Jay Kelsh the Photographer/Videographer authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit for the Photographer/Videographer adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so.
7. **Failure to Perform.** If the Photographer/Videographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic/video materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer/Videographer. In the event the Photographer/Videographer fails to perform for any other reason, the Photographer/Videographer shall not be liable for any amount in excess of the retail value of the Client's order.
8. **Photographer/Videographer.** The Photographer/Videographer may substitute another Photographer/Videographer to take the photographs in the event of Photographer's/Videographer's illness or of scheduling conflicts. In the event of such substitution, Photographer/Videographer warrants that the Photographer/Videographer taking the photographs/video shall be a competent professional.