

# Terms & Conditions

- 1. Deposit and Payment.** The Client shall make a 50 % deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due before or at the conclusion of the event.
- 2. Cancellation.** If the Client shall cancel this Agreement 45 or more calendar days before the Event date, any deposit paid to the Photographer shall be refunded in full. If Client shall cancel the Event and if the Photographer does not obtain another assignment within 30 days for that date and time, liquidated damages shall be charged in a reasonable amount not to exceed the deposit. Photographer should return the deposit in 30 calendar days.
- 3. Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio or website. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.
- 4. 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 is obtaining a print for reproduction, Photographer authorizes Client to reproduce the print only as set forth under Special Usage Requirements on the front of this form. In such event, Client shall request that a credit for the Photographer be placed adjacent to the photograph on publication, but shall have no liability if the publication refuses or omits to do so.
- 5. Failure to Perform.** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the photographer, or due to the 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 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. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the paid amount.
- 6. Photographer.** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
- 7. Inherent Qualities.** 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
- 8. HOUSE RULES:** The photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; FdZ Photography will offer technical recommendations only.
- 9. Photographing any specific moment** is not guarantee by FdZ Photography and Photographer will no be responsible for any missed moments. The client may present FdZ Photography with a list of suggested photos, but FdZ Photography is unable to guarantee that those suggested photos, or any image will be captured
- 10. FdZ Photography will not tolerate verbally or physically abusive behavior**, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.
- 11. METHOD OF REMUNERATION:** Payment may be made in cash, check or money order.  
PROOF OF PAYMENT TO BE PROVIDED ON REQUEST
- 12. AMENDMENTS:** This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and FdZ Photography at the time of acceptance of this contract shall be recognized as amendments to this contract.
- 13. COOPERATION:** The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. FdZ Photography is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to FdZ Photography. FdZ Photography recommends that THE CLIENT designate an "event guide" to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.