

## CONTRACT FOR PHOTOGRAPHY SERVICES

These Terms, Conditions, and Agreement (“Agreement”) constitute a binding contract for photography services and products.

By consenting to this Agreement, the clients (collectively referred to below as “the CLIENT”) agree to compensate Marcie Reif Photography (MRP) for the services and/or products provided by MRP at the price set forth in this Agreement.

The following terms and conditions shall also apply to the CLIENT’s engagement of MRP:

### **PUBLICITY RIGHTS AND PROMOTIONAL USE**

The parties agree that the CLIENT grants MRP irrevocable and unrestricted right to use and publish photographs of the CLIENT, or in which the CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases MRP and assigns from all claims and liability relating to said photographs.

MRP may use images and likenesses from the CLIENT’s event for commercial use, including, without limitation or further compensation, promotional exhibition to other potential clients of MRP.

### **EXCLUSIVITY**

In order to eliminate any confusion on the day of the event, MRP will be the only professional photographer at the event. In no event shall a client consult, contract with or engage any other professional photographer for the purposes of covering the event or any other event covered by this Agreement. To ensure the quality of photographs, guests with cameras should refrain from using flashes during the event and should not attempt to take photographs during the time of formal photographs. Videographers are not to use or carry film or digital “still” photographic equipment at the event. It shall be the client’s responsibility to inform guests and any Videographers of the above restrictions and to enforce such restrictions.

### **ARTISTIC LICENSE**

Due to the rapid pace and unpredictable nature of photography, MRP does not guarantee the delivery of any requested or expected photograph.

By signing this Agreement all parties agree to and acknowledge the style of photography performed by MRP. No refunds shall be made for services and goods provided based upon the client’s dissatisfaction with such style of photography. The CLIENT(s) acknowledge and agree that the style of photography provided hereunder is artistic, candid, and documentary.

Except as expressly provided in this Agreement, MRP makes no, and hereby disclaims any, express or implied representations, warranties or guarantees regarding the goods or services provided hereunder (including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose).

## **PROFESSIONAL IMAGE MANIPULATION**

MRP will allow for limited professional image manipulation (if technically possible) on any images of The CLIENT'S choice. This includes opening of individual's eyes, red eye removal, de-ageing, removal of people and/or objects, color correction, special effects, portrait glamorization, etc. It is understood that if a technicality prevents MRP from performing requested image manipulation, or if a technicality prevents the final result to meet the CLIENT'S requirement, the CLIENT will reside with the fact that MRP has performed to its best ability with regard to the specific task and that MRP has no further responsibility towards said image manipulation.

## **LEGAL VALIDITY**

The validity and interpretation of this Agreement shall be construed in accordance with the laws of the State of Georgia without regard to its conflicts of laws provisions. Any dispute under this Agreement that cannot be resolved by MRP and client after thirty (30) days of receipt of notice of the dispute shall be first be submitted to a neutral mediator selected by MRP. In the event the mediator cannot resolve the dispute, the remaining issues in dispute may be submitted to the relevant court of the State of Georgia. The state and federal courts of the State of Georgia shall have exclusive jurisdiction over any such dispute and each party hereby irrevocably consents to the jurisdiction of such courts upon them and service of process by mail.

Any court action to enforce this Agreement, or relating to or arising out of this Agreement or the services provided by MRP shall be brought in a court of competent jurisdiction in the state of Georgia. In any action, arbitration or other judicial, quasi-judicial or extra-judicial proceeding related to any dispute arising from this Agreement, each party to this Agreement shall bear their own attorney's fees.

In the event of any breach of this Agreement by the CLIENT(s), MRP shall be entitled to terminate this Agreement and retain any other monies paid by the CLIENT(s) hereunder. In addition to the other remedies expressly stated in this Agreement, MRP shall have all other remedies available to it at law or in equity upon the breach of this Agreement by the CLIENT(s).

Notwithstanding anything contained in this Agreement to the contrary, the client's sole remedy for an actual breach by MRP of its obligations under this Agreement, shall be a termination of this Agreement and a refund of monies collected hereunder up to the date of such breach or, at MRP's option, the replacement of photographs, images or other items provided by MRP hereunder. In no event shall MRP be liable for monetary damages, whether in tort, for breach of contract or otherwise, under this Agreement for an amount in excess of any other monies paid hereunder.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement is held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

In no event shall MRP be liable under this Agreement for any consequential, incidental or punitive damages, or for lost profits.

**CANCELLATION**

The session/event fee is included in the payment for the package of your choice and will be due at the booking of your session. The session date is not reserved until paid in full. If the session must be rescheduled, it must be rescheduled within 6 months of the original session date. After this period, all monies paid are forfeited and any obligation to the CLIENT is dissolved.

**COMPENSATION**

This Agreement binds the CLIENT and MRP for photographer services based on the compensation arrangements agreed upon at the time of booking.

**POST-SESSION**

After the session is complete, MRP will make their best effort to provide the CLIENT with digital preview/proof images within 14 business days of the session. At such time the CLIENT may decide to purchase the digital reproduction rights of all finished images and/or order professional prints at the currently published rates. Upon payment for these services MRP will provide the images within 14 business days and/or professional prints within 28 business days.

**ENTIRE UNDERSTANDING**

The Agreement contained in this contract constitutes the sole agreement between MRP and the CLIENT regarding its photography service. It becomes effective only when signed by both parties. This agreement shall be governed and construed in accordance with the laws of the State of Georgia. 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 MRP at the time of acceptance of this contract shall be recognized as amendments to this contract.

**AGREEMENT**

The undersigned CLIENT agrees to abide by the terms and conditions stated herein this AGREEMENT.

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date