

AGREEMENT/ JURISDICTION: The person(s) whose signature(s) appear on the contract, known as "Client", agree that Margaret Austin Photography, known as "Photographer", shall provide photographic services to the best of her abilities, in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. Clients assumes responsibility for all collection costs and legal fees incurred by Photographer should enforcement of the contract become necessary. In the event that any part of this Agreement is found to be invalid or enforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of the Agreement shall not constitute a waiver of any other portion or provision of this agreement.

RIGHTS LICENSED:The licensed rights are transferred only upon:

- a.) client's acceptance of all terms contained in this agreement,
- b.) Photographer's receipt of full payment. Client to receive the

Following rights:

1. Unlimited usage rights: including website, brochure, trade show, and any advertising for an unlimited amount of time. The right to sell the images cannot be transferred by anyone without the written consent of the copyright holder (Margaret Austin Photography).
2. Photographer remains the owner of all photographs and retains rights for self-promotion from the time of creation of the photographs. This may include: advertising, direct mail, website, and other published material.
3. Rights will not be licensed until full payment is received

Credits

If space or right for credit is available for photographs, please use credit

"©Margaret Austin Photography www.margaretaustinphoto.com"

RETAINER & PAYMENT: Client shall reserve the time and date of services by signing and returning this contract along with a non-refundable, non-transferable reservation retainer equal to 50% of the total photography fee. No date is reserved until the contract and retainer are received. The balance due for the photography services must be paid in full no less than 14 days before the event date. In the event Client fails to remit payment as specified, the Photographer shall have the right to immediately terminate this Agreement with NO further obligation, retain any money already paid, and not attend this event. Returned checks will be assessed a \$50 non-sufficient funds fee, and all future purchases/ payments must be paid by Cashiers Check. Unless the contract is canceled, the retainer fee shall be applied to the photography fee total.

LIMIT OF LIABILITY & INDEMNITY: If the Photographer is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness, or technical problems, and if she cannot provide another competent professional, all money received by Photographer, minus expenses, will be returned to Client, and Photographer shall have no further liability with respect to this agreement. This limitation of liability also applies to any loss/ damage of photographs or failure to deliver photographs for any reason. Liability for partial loss of photographs shall be pro-rated based on the percentage of the total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total money paid by Client under this Agreement during the time preceding the date on which such liability arises. Client shall indemnify, defend and hold Photographer harmless from any and all claims, liabilities, damages, and expenses of any nature whatsoever, including actual attorneys' fees, cost of investigation and court costs arising from or relating to Client's direct or indirect use or images in connection with Photographer's reliance on any representations, instructions, information, or materials provided or approved by Client.



COPYRIGHT: All photographs taken by Margaret Austin Photography are her property, will remain her property and are protected by United States Copyright Laws (USC Title 17). Client hereby waives any claims for ownership, income, editorial control and use of the images. Violators of this federal law will be subject to its civil and criminal penalties. The Client agrees that the photos will NOT to be altered or sold in any manner without written consent from photographer.

CANCELLATION: If for any reason the Client cancels this contract before the agreed upon date, Photographer will keep the 50% retainer. Cancellation must be made in writing, signed by the contracted party and provided to the photographer 14 days prior to the shoot date. If the Client fails to supply written cancellation as specified, Client shall be required to pay the full balance due.

RESCHEDULE: In the event that the Client reschedules, A new contract may be required. The new contract will reflect pricing cost of equipment rentals for both dates. Client forfeits the retainer if shoot is rescheduled 14 days prior to the shoot date.

DELIVERY: All images will be provided for download through a digital upload service. Proofs will be sent through an online web link to make selections. Upon receiving digital link, invoice will be sent according to selections.

RESPONSIBILITIES: Unless agreed upon in advance, Margaret Austin Photography, shall be the exclusive photographer retained for the event. Photographer may bring one assistant at her discretion. Videographers and other vendors as well as semi professional photographers must not obstruct or interfere with the official photography and are not allowed to take any still photos during formal sessions. Photographer is not responsible for compromised coverage due to causes beyond her control; weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or location. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation. If email is sent, confirmation of receipt must be obtained.

IMAGE PROCESSING/ PRINTING: Limited color correction and/ or retouching are included at Photographer's discretion. Client may request further changes for an additional charge. For best results, clients with the high-resolution files should order their prints through a reputable lab.

CLIENT APPROVAL: Client is responsible for having an authorized representative present during the photography and editing process

MODEL RELEASE: This contract serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remains the property of Margaret Austin Photography. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.

