

PHOTOGRAPHY AGREEMENT

ENTIRE AGREEMENT: The person(s) whose electronic signature appear on this contract, known as "Client", agree that Boris Zaretsky, known as "Photographer", shall provide services to conduct a photoshoot for client. 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 attached to the original agreement.

PAYMENT AND RETAINER: Client shall reserve the time and date of services by signing and returning this contract along with a non-refundable, non-transferable reservation retainer as agreed to with Photographer. No date is reserved until the contract and retainer are received. The remaining balance is payable when photographer services have been concluded and proofs of images are delivered. Photographer shall deliver high resolution images after full payment is rendered by Client.

COVERAGE: Photographer will provide the agreed upon services to best of his abilities, but no specific photograph can be guaranteed. Photographer will use his professional judgment and sole discretion to create and select photographs to deliver. Such selection shall constitute all images that will be made available to Client.

COVERAGE TIME: Photographer shall arrive at the specified location at a time requested by Client. Photographer will be allowed to take reasonable breaks to eat and use the restroom during the coverage. .

COMPLETION: The final post-production and editing styles, effects, and overall look of the images are left to the discretion of the Photographer. Images will be delivered in low resolution to client, and upon submission of final payment will be available in high resolution.

DIGITAL FILES: Digital photo files are supplied with a full written release for the files. Client accepts all responsibility for archiving and protecting the photographs. Photographer does not permanently archive image files.

CANCELLATION: In the event of cancelation, the retainer paid is non-refundable. Should the Client reschedule the date the Photographer will apply the retainer to the new date.

SAFETY: The Photographer reserves to right to terminate coverage and leave the location of the photoshoot if the Photographer experiences inappropriate, harassing, threatening, hostile or offensive behavior from persons at the photoshoot. Ensuring the appropriate behavior of all members and other persons at

the wedding and other events covered by photographer shall be the responsibility of Client.

RESPONSIBILITIES: Unless agreed upon in advance, Boris Zaretsky shall be the exclusive photographer retained for the event. Photographer may bring an assistant to the event, at his discretion. The Photographer is not responsible for compromised coverage due to causes beyond the control of the Photographer including but not limited to obtrusive persons, lateness of the Client, models, or other parties, weather conditions, schedule complications or changes, incorrect addresses provided to the Photographer, rendering of decorations, or restrictions of the locations. The Photographer is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. The Photographer is limited by the rules and guidelines of the location(s) and site management.

PERMITS: The Client is responsible for acquiring all permits and necessary permission for all locations on which the Photographer will be performing services.

COPYRIGHT RELEASE: The Client hereby assigns the Photographer the irrevocable and unrestricted right to use and publish photographs created as part of the photoshoot; to alter the same without restriction; and to copyright the same without restriction. The Client retains the right to publish and use the images for their personal or business use, and to publish images for personal or business purposes. Client shall not alter images without permission of Photographer.

LIMIT OF LIABILITY: If Photographer is unable to perform to the guidelines of this contract due to an injury, illness, act of God, or other cause beyond the control of the Photographer, the Photographer will make every effort to secure a replacement that is agreeable to Client. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for by Photographer. Photographer shall have no further liability with respect to this agreement.

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the Photographer's control, including but not limited to camera, hard drive, or equipment malfunction, the Photographer's liability is limited to the return of all payments received for the event.

PLEASE PROCEED TO SIGN AND AGREE ELECTRONICALLY TO THE CONTRACT
TERMS & CONDITIONS OUTLINED ABOVE.