

Terms and Conditions

1. **Entire Agreement.** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the State of Virginia.
2. **Exclusive Photographer.** Dawson's Photos shall be the exclusive photographer retained by the Client for the purpose of photographing the EVENT. Family and friends of the Client shall be permitted to photograph the event as long as they shall not interfere with the Photographer's duties and do not photograph poses arranged by Dawson's Photos.
3. **Retainer and Payment.** Upon your signature, Dawson's Photos will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Client shall pay the deposit to retain Dawson's Photos to perform the services specified herein. At such time as this order is completed, the retainer shall be applied to reduce the total cost and Client shall pay the balance due. If the Client refuses delivery of the order or refuses to pay the remaining balance in full ten (10) days prior to the event, Client shall be in default hereunder and shall pay a \$200 late fee.
4. **Cancellation.** Should the Client cancel Dawson's Photos services for the event date specified in the Agreement, the customer realizes that it could result in damages. Since it is impossible to ascertain the extent of these damages at this time, it is agreed that the deposit paid to Dawson's Photos will not be refunded. These monies will be considered as liquidated damages to compensate Dawson's Photos for loss of income, rather than as a penalty.
5. **Pre-Event Consultation.** The parties agree to a pre-event consultation before the event date in order to finalize the actual shooting times and locations.
6. **Event Guide.** The Client will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).
7. **Cooperation.** The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Dawson's Photos 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 Dawson's Photos. Dawson's Photos recommends that the Client designate an "event guide" (see PRE-EVENT CONSULTATION above) to point out important individuals to the photographer, whom the Client wishes to include in informal or candid photographs.
8. **Shoot Time / Additions.** The photography schedule is designed to accomplish the goals and wishes of the Client in a manner enjoyed by all parties involved. The Client and Dawson's Photos agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, Dawson's Photos will not be held liable for any photographs not taken.
9. **House Rules.** The photographer is limited by the guidelines of the event official or the event 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; Dawson's Photos will offer technical recommendations only.
10. **Digital Negatives, Prints and Copyrights:** The digital negatives or prints produced by Dawson's Photos are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without Dawson's Photos explicit written permission. Dawson's Photos shall own the copyright in all images created and shall have the exclusive right to make reproductions. Dawson's Photos shall only make reproductions for the Client, the Client's friends and family 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 and on www.dawsonphotos.com.
 - Upon payment of negatives by the Client, *limited* copyright ownership of the resulting images will be transferred to the Client under the following conditions:
 - The Client will have *limited* copyright ownership. The Client is obtaining prints and/or negatives for personal use only, and for the purposes of the reproduction and distribution of photographs to friends and relatives. The Client shall not sell said negatives and/or prints or authorize any reproductions thereof by parties other than Dawson's Photos. If Client is obtaining a print for newspaper announcement of the event, Dawson's Photos authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit for Dawson's Photos adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so. The Client must obtain written permission from and compensate Dawson's Photos prior to an event where the Client, the Client's friends or relatives publish or sell the photographs for profit.
 - The client may not under any circumstances make a copy of the CD/DVD. Additional copies can be purchased from Dawson's Photos at a reduced rate.

11. **Model Release:** The Client hereby assigns and grants Dawson's Photos and its legal representatives the 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 Dawson's Photos and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Dawson's Photos may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by Dawson's Photos.

12. **Exclusivity / Guest Photography:** It is understood that Dawson's Photos will act as the sole and exclusive event photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by Dawson's Photos, the Client acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographer are in session. Dawson's Photos suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of Dawson's Photos to capture the formal event portraits. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography cannot be permitted. Dawson's Photos will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar during the time Dawson's Photos equipment is being packed up. In return for this consideration Dawson's Photos insists no other guest photography take place when or where Dawson's Photos is working. No other guest/photographer using professional equipment will be allowed by Dawson's Photos at any time during the event. Dawson's Photos reserves the right to stop any photographic services paid for and leave the function should any other person take photographs with any professional equipment – with the deposit being forfeit.

13. **Guest Cooperation:** The Client is responsible for the conduct of their guests. The Client will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. The Client should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the event day should be planned to make the best use of time from all vendors.

14. **Behavior.** Dawson's Photos 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.

15. **Completion Schedule.** All orders will be filled no longer than 14 business days, unless specified by Dawson's Photos.

16. **Final Delivery.** Dawson's Photos will deliver the prints and any additional material once printing is completed. High-resolution prints and/or negatives of images not selected for printing can be ordered from Dawson's Photos at the current specified pricing

17. **Purchase of Digital Negatives.** If the Client desires digital negatives (not included in selected paid package) in high resolution, these images may be purchased at the specified a-la-carte pricing and will be supplied on DVD.

18. **Reprint Orders.** Reprints of photos (or additional prints of photos not included in the package) may be ordered at the current rates.

19. **Failure to Perform.** If Dawson's Photos 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 Dawson's Photos shall return the retainer and all funds paid 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 Dawson's Photos. In the event Dawson's Photos fails to perform for any other reason Dawson's Photos shall not be liable for any amount in excess of the retail value of the Client's order.

20. **Limit of Liability.** In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Dawson's Photos will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package.

21. **Care.** Dawson's Photos takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of The Client's photographs being lost, stolen or destroyed for reasons within or beyond Dawson's Photos control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals

22. **Non-Guarantee.** Although every possible care will be taken to produce photographs of all important and special events during the event, Dawson's Photos cannot place an unconditional guarantee on the above. Dawson's Photos will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of Dawson's Photos control.

23. **Right of Withdrawal.** Dawson's Photos discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should Dawson's Photos initiate the withdrawal, all fees will be returned, excluding the retainer as well as fair market value for all services/products already provided. In case of withdrawal, \$200.00 an hour is charged for all photography services already provided and \$100.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

24. **Photographer.** Dawson's Photos may substitute another photographer to take the photographs in the event of Photographer's illness or personal injury. In the event of such substitution, Dawson's Photos warrants that the photographer taking the photographs shall be a competent professional photographer.

25. **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 Dawson's Photos from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

26. **Dawson's Photos Current Price List.** The charges in this Agreement are based on the Photographer's Current Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

27. **Penalty Fees & Charges.** Payments that are not postmarked or delivered to Dawson's Photos by the required date may be subject to a \$100.00 late payment fee. There will be a \$30 returned check fee for any checks that are returned for any reason. The Client will not receive any prints and/or negatives until payment is completed in full. Dawson's Photos will not begin processing images until payment is received in full, as a result Dawson's Photos will not be held responsible for an expanded completion schedule.

28. **Severability.** If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected and the other provisions of the agreement shall remain in full force and effect.

29. **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 Dawson's Photos at the time of acceptance of this agreement shall be recognized as amendments to this agreement.

Signature

Phone Number

Print

Date

**By signing above you acknowledge that you understand and accept the Terms and Conditions.
Return this page to me with your deposit as soon as you are ready to reserve your date.**