



TERMS & CONDITIONS

ENTIRE AGREEMENT: This agreement contains the entire understanding between Stay Fokus Photography, hereafter known as Stay Fokus, and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

RESERVATION: A signed contract and reservation fee (agreed upon deposit) are required to reserve the specified coverage.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation one to four weeks before the event date in order to plan and finalize the actual shooting times, locations, and CLIENT'S request list (in writing) for specific photographs. The CLIENTS agree to set aside sufficient time, before and after the event to obtain photographs that cannot be obtained during the event. If the CLIENT'S late arrival prevents utilizing the entire time set aside for specific shots, the photographer shall not be held liable for failure to shoot and obtain the desired photographs.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Stay Fokus recommends that CLIENTS designate an "Event Coordinator" (someone close to the CLIENTS) to point out to the photographer important individuals for informal or candid photographs. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. Stay Fokus is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Stay Fokus.

SHOOTING TIME / ADDITIONS: The photography schedule is designed to accomplish the goals and wishes of the CLIENT. CLIENT and Stay Fokus agree that cheerful cooperation and punctuality are therefore essential to that goal. Shooting commences at the scheduled start time.

HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or event site management. 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. Stay Fokus will offer technical recommendations only.

DIGITAL IMAGES & COPYRIGHTS: Until final payment for services rendered is made, the photographs produced by Stay Fokus are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without written permission from Stay Fokus. Upon final payment by the CLIENT, limited copyright ownership of the resulting images will be transferred to the CLIENT under the following conditions:

- The prints, reprints and digital images are the property of CLIENT for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives.
- The Client must obtain written permission from and compensate Stay Fokus prior to the CLIENT or it's friends and relatives publishing or selling the photographs for profit.

EXHIBITION: CLIENT grants Stay Fokus permission to display selected images resulting from this assignment as an example of Stay Fokus's work and for entrance into photographic competitions. CLIENT releases all claims to profits that may arise from use of images.

MODEL RELEASE. The CLIENT hereby grants to Stay Fokus and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the CLIENT in which the CLIENT may be included, for editorial, trade, advertising and any other purpose and in any manner

and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases Stay Fokus and its legal representatives and assigns from all claims and liability relating to said photographs.

LIMIT OF LIABILITY: In the unlikely event that the photographer is unable to photograph the event, Stay Fokus will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited solely to the return of all payments received for the event package. Stay Fokus takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Stay Fokus's control, liability is limited to the return of all payments received for the event package. 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.

SECURITY DEPOSITS: In the event of cancellation, the security deposit paid is non-refundable. It shall be liquidated damages to Stay Fokus in the event of a breach of contract by CLIENT. The CLIENT shall also be responsible for payment of any materials charges incurred up to time of cancellation.

I have read and understood the terms above. I hereby agree to the terms of this agreement.