

A PHOTOGRAPHIC MEMORY

250 COMMERCIAL STREET SUITE 2010

MANCHESTER, NH 03101

(888) 436-8648 OR (603) 365-1578

TERMS AND CONDITIONS

This agreement is made effective for all purposes in all respects as of _____ (current date) by and between A Photographic Memory, hereinafter referred to as "the COMPANY" and _____, hereinafter referred to as "the CLIENT" relating to the event(s) detailed below, hereinafter referred to as "the EVENT(S)".

ENTIRE AGREEMENT: This agreement contains the entire understanding between the COMPANY 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 parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: A signed contract and retainer fee are required to reserve the dates and times of the EVENT(S). **If the EVENT(S) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the CLIENT, the retainer fee is non-refundable and shall be liquidated damages to the COMPANY.** The CLIENT shall also be responsible for payment for any of the COMPANY'S materials charges incurred up to time of cancellation. Should the CLIENT reschedule/postpone their wedding date, the retainer remains non-refundable but will be used as a credit to hold the new date for up to 2 years from the original contracted date, provided the COMPANY is available and the CLIENT notifies the COMPANY at least 30 days prior to the original contracted date. **If something happens at the venue that is beyond the control of the CLIENT (ie. Global or National pandemic, act of God, act of terrorism), the credit from the retainer will transfer should the CLIENT choose another date within that 2 years. A new contract will be drawn for the new date of the EVENT(S). The original retainer paid to the COMPANY remains non-refundable should the CLIENT cancel their event completely.**

EVENT SCHEDULE: The client agrees to confirm the schedule one week prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY to the CLIENT.

SAFETY: The COMPANY reserves the right to terminate coverage and leave the location of the EVENT(S) if the employee from the COMPANY experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT(S); or in the event that the safety of the employee from the COMPANY is in question.

SHOOTING TIME/ADDITIONS: The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the EVENT(S), shooting will commence at the scheduled start and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT.

EXPENSES INCURRED: When applicable, the CLIENT is responsible for all travel, accommodation, meal and transport costs. All travel expenses are based on the distance between the EVENT location(s) and the COMPANY studio address. **For all EVENT(S), miles are charged at \$1.50 per mile round trip.**

RESPONSIBILITIES: The COMPANY is not responsible for compromised coverage or failure to complete services due to causes beyond the control of the COMPANY including but not limited to equipment malfunction, obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, rendering of decorations, or restrictions of the location(s). The COMPANY is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo and/or video coverage. The COMPANY is not held liable for missed coverage of any part of the the EVENT(S). The COMPANY will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S). **Delivery of images and/or video is estimated 12-16 weeks from the date of the EVENT(S).** The COMPANY will contact the CLIENT when photos and/or videos are ready. A rush fee of \$500 may be paid by the CLIENT to obtain the photos and/or video from the COMPANY within 48 hours. **The CLIENT understands and agrees that the COMPANY is not required to maintain copies of photos and/or videos from the EVENT(s) beyond 2 years from the date they have been delivered to the CLIENT.**

VENUE AND LOCATION LIMITATIONS: The COMPANY is limited by the rules and guidelines of the location(s) and site management of the EVENT(S). The CLIENT agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the COMPANY will offer technical recommendations only.

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

VIDEOGRAPHY: The COMPANY does not deliver raw footage from recorded events unless paid for by the CLIENT. Because of copyright infringement, the COMPANY reserves the right to determine what music is used for all video productions based on a list of fully licensed songs.

FILM AND COPYRIGHTS: The photographs produced by the COMPANY are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the COMPANY's explicitly written permission. A license for personal use must be given to the CLIENT to obtain permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to the COMPANY. The CLIENT must obtain written permission from the COMPANY prior to publishing or selling the photographs.

MODEL RELEASE: The CLIENT hereby assigns the COMPANY the irrevocable and unrestricted right to use and publish photographs and/or video of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising, educational, and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images.

Out of respect for the client's privacy and as a courtesy, the option to opt out of social media posts, including "teasers" and usage of images in promotional material is available. If the client would like to opt out of all promotional and social media posting, the company must be informed in this contract, or via email no later than **one week** prior to the event date.

Opt out (if desired): _____ Date: _____

Acknowledgement of model release terms: _____

LIMIT OF LIABILITY: In the unlikely event that the assigned photographer/videographer from the COMPANY is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the COMPANY, the COMPANY will make every effort to secure a replacement. 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 the EVENT(S). In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the COMPANY's control including but not limited to camera, hard drive, or equipment malfunction, the COMPANY liability is limited to the return of all payments received for the EVENT(S). 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. The COMPANY is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year. All client records and images are not kept after a period of TWO years from the date of EVENT(S). The COMPANY is not liable for lost or damaged images by the CLIENT after this period of time.

CAPTURE AND DELIVERY: The COMPANY is not liable to deliver every image taken at the EVENT(S). The determination of images and/or footage delivered to the CLIENT is left to the discretion of the COMPANY.

PAYMENT SCHEDULE: The aforementioned 50% non-refundable retainer fee is due at the time of signing of agreement. The remaining balance is payable in full 30 days prior to the EVENT(S). In the event that the CLIENT fails to remit payment as specified, the COMPANY shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT(S). The COMPANY also has the right to charge a \$25/day late fee for every day the balance is late beyond the 30-day prior to event due date. Returned checks will be assessed a \$25 non-sufficient funds fee.

PRICING: Products or services, including but not limited to albums, prints, retouching, re-edits, shipping, and any items not included in this initial contract will be sold at current price when the order is placed. All prices are subject to change at any time without notice. Products (such as albums) within the package must be ordered within TWO years of the event date. Due to inflation, products ordered later than 2 years past the EVENT(S) date may be subject to an additional fee of up to \$300 per item. Credit vouchers have no intrinsic cash value and may only be applied toward services provided by the COMPANY.

GRATUITY: Gratuity is not added to package prices. Gratuities, though not mandatory, are an added cost, the price of which should be determined by the CLIENT based on quality of the service provided.

Initial: _____

*I have read and understand all terms and conditions of this agreement. I also agree to comply with all terms and conditions of this agreement.

Client Signature Date

A Photographic Memory LLC. Date