

# TERMS & CONDITIONS

## **1. DEFINITION:**

This Agreement is between JE Hamner, LLC ("Photographer") and [You] ("Client") which includes Client's principals, employees, affiliates and representatives. Client agrees that it has the legal authority to enter into this Agreement on behalf of its employer, company or organization. Photographer's relationship with Client is that of an independent contractor.

"Image(s)" means the photographic material, whether still or moving, created by Photographer pursuant to this Agreement and includes, but is not limited to, transparencies, prints, or digital files, that were captured, recorded, stored, or delivered, in any type of analogue, photographic, optical, electronic, magnetic, digital, or any other, media.

## **2. GENERAL LEGAL INFORMATION:**

This Web Site is for informational purposes only. None of the information contained in this Web Site constitutes a solicitation, offer, or recommendation by Photographer. All statements contained in this Web Site are deemed to be factual as of the date they are provided and are subject to change without notice.

## **3. PHOTOGRAPHIC INTEGRITY and ALTERATIONS:**

Client will not make or permit any alterations, including, but not limited to, additions, subtractions, or adaptations, with respect of the Image(s), alone or with any other material, without the prior express permission of Photographer. Normal reproduction adjustments for color, contrast, brightness, sharpness, and cropping, are permitted.

Any alteration or modification of any Image(s) will not constitute a work of joint authorship.

## **4. GENERAL LIABILITY and RELEASES:**

Client will indemnify, defend, and hold harmless, Photographer, his contractors, and his representatives, against any and all claims, liabilities, damages, costs, and expenses, including reasonable legal fees and expenses, arising from Client's use of any Image(s).

Photographer is not responsible for obtaining model, property, trademark, or other, releases in connection with the Image(s) unless specifically stated in this Agreement. It is Client's responsibility to obtain the necessary permissions for any Image use that requires a release.

It is Client's responsibility to determine whether any releases delivered by Photographer are suitable for Client's purposes.

Customer shall indemnify and hold the Photographer harmless against all third party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect and consequential), attorney's fees and expenses that the Photographer may sustain or incur by reason of any breach or alleged breach of any term or condition of this Agreement (including reasonable attorney's fees) and for any act or omission of Client which are in any way related to the Photographer's services.

## **5. REFUND POLICY:**

All deposits and payments for services are non-refundable, unless the Photographer is unable to deliver the product or service within 30 days of the requested date.

Upon rescheduling a session to a new date or time, the initial deposit payment will remain valid for 90 days from the payment date.

## **6. COLLECTIONS, RETURNED PAYMENTS:**

The Client agrees to pay a service charge of \$35.00 for any check returned by the bank for any reason.

The Client agrees to pay all fees and / or cost of any action instituted as a result of the collection of monies due.

## **7. PHOTOGRAPHY SESSIONS:**

Upon payment of deposit, the Photographer shall reserve the time and date agreed upon.

The Client will assist and cooperate with the Photographer in gaining the requested photographs, such as specifying the people and location to be photographed; assisting the Photographer in posing at the Photographer's direction; pre-session consultations, etc. The Photographer is not going to be responsible for photographs that are not taken due to the Client's failure to be cooperative and of reasonable assistance.

The Photographer keeps the copyright of all photographs and hereby issues the Client unlimited rights to use or reproduce the photographs.

The Photographs will be delivered to the Client on a compact disk, usb drive or via email.

The Photographer reserves the right to use images created under this contract for advertising, display, publication or other purposes. The Client warrants that he or she has actual authority to agree to the use of the likeness of all persons included in the portrait in this manner and shall indemnify and defend the Studio/Photographer in the event of litigation arising out of such use.

If the Photographer cannot complete the service due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return any deposit fee to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Studio/Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

## **8. ACCEPTANCE OF TERMS:**

Client may not assign or transfer this Agreement or any of the rights granted hereunder. This Agreement is binding upon, and inures to the benefit of, Client and Photographer, as well as their respective principals, employees, representatives, and successors. Client and its principals, and employees, are jointly and severally liable for the performance of all payments and other obligations hereunder.

No amendment or waiver of any items is binding unless set forth in writing and signed by the parties. E-mail and electronic signatures will be considered legal and binding. However, the invoice may reflect, and Client is bound by, Client's oral authorizations for any additional Image(s), fees, and expenses, that could not be confirmed in writing due to the immediate proximity of completing the photography assignment.

This Agreement will be deemed to be a contract made under the laws of the United States and the state of Georgia, and for all purposes will be interpreted in its entirety in accordance with these laws. Client specifically and irrevocably confers personal jurisdiction over it by the courts of the district of Hampton, Georgia, USA. Client will pay all arbitration and court costs, reasonable legal fees, expenses, and legal interest, on any award or judgment in favor of Photographer.

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

In addition to oral and written agreements, use of any Image(s) by Client will constitute acceptance of all the above terms and conditions.

This Agreement constitutes the entire and only agreement between Photographer and Client with respect to its subject matter and supersedes all previous agreements, understandings, and communications, whether oral or written, between the two parties with respect to the subject matter hereof.