

## Terms and Conditions

1. Exclusive Photographer I shall be the exclusive photographer retained by the client for the purpose of photographing the event unless specified by the client. Guests, **family and friends shall be permitted to photograph as long as they do not interfere with the Photographer's duties.**

### 2. Deposit and Payment

- The deposit is due at the signing of this contract.
- The deposit is **non-refundable (14 days before the event date)** and shall be applied towards the balance due.
- The deposit guarantees the date/time desired. Until the deposit is paid, the photographer is within his right to accept other opportunities.
- The balance is due at or before the date of the event. No proofs of any kind will be issued until the balance is paid.

3. Cancellation The deposit is refundable **15 or more days** before the event date.

4. Copyright and Reproductions I own the copyright in all images created and shall have the exclusive right to make reproductions.

5. Client's Usage The client is obtaining prints for personal use only, and shall not sell said prints. If the client is obtaining a print/image for announcements, editorial use, social media or website, I authorize you the client to reproduce the print in this manner. In such event, the client shall run a photo credit (Artis Carrol Photography) adjacent to the photograph.

6. Failure to Perform If I cannot fulfill 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 illness, then I shall return the deposit and/or any additional monies 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 the photographer. In the event I fail to perform for any other reason, I shall not be liable for any amount in excess of the retail value of the client's order.

7. Substitution I reserve the right to substitute another photographer to take the photographs in the event of illness/scheduling conflict. In the event of such substitution, I assert that the photographer shall be a competent professional.

8. Miscellaneous This agreement incorporates the entire understanding of both 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 Illinois.

The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties.

Photographer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_