



# Captured Faithful Photography by Faith Freeman

<http://capturedfaithful.com> Phone: 971-207-4184 Email: [faith@capturedfaithful.com](mailto:faith@capturedfaithful.com)

## Terms and Conditions

### **1. DEFINITIONS:**

This Agreement is by and between Captured Faithful by Faith Freeman ("Photographer") and \_\_\_\_\_ ("Client") which includes Client's employees 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 all visual representations furnished to Client by Photographer, whether captured, delivered, or stored, in photographic, magnetic, optical, electronic, digital, analogue, or any other, media.

### **2. USAGE RIGHTS and OWNERSHIP:**

Client acknowledges that Photographer is the author of the Image(s) and also the first and sole owner of all copyrights of the Image(s). All Images and copyrights remain the exclusive property of Photographer without limitation. All usage rights to the Image(s) specifically granted by Photographer to Client appear in the print release. No electronic publishing, or Internet use, of any kind is permitted unless specifically stated.

#### **IMAGES ARE LICENCED FOR SPECIFIC USE(S) AND ARE NOT SOLD.**

Client understands and agrees they are not buying the Image(s) but paying only for a licence to use the Image(s) as specified in the print release and in this document. The term of license begins from the date Photographer receives full payment of invoice. Copyright metadata contained within any digital file may not be altered, or removed, without the express consent of Photographer.

### **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.

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

Client will indemnify, defend, and hold harmless, Photographer and his/her assigns, contractors, and representatives, against any and all claims, liabilities, damages, costs, and expenses, including reasonable legal fees and expenses, arising from Client's use of the Image(s). Unless delivered to Client by Photographer, no model, property, trademark, or other, releases exist for any Image(s). It is Client's responsibility to obtain the necessary permissions for uses that require any release not delivered by Photographer. It is Client's responsibility to determine whether any releases delivered by Photographer are suitable for Client's purposes. In any event, Photographer's liability for all claims will not exceed the total amount paid under this Agreement.

### **5. PAYMENT:**

Time is of the essence for receipt of full payment under this Agreement. **NO RIGHTS ARE GRANTED UNLESS AND UNTIL PHOTOGRAPHER HAS RECEIVED PAYMENT IN FULL. ANY USE PRIOR TO FULL PAYMENT WILL BE CONSIDERED AN UNAUTHORIZED USE.** Adjustments of amounts or terms must be requested within ten days of contract receipt. Photographer does not provide any receipts to Client. Photographer's contract will serve as Client's receipt for work performed and services rendered.

### **6. CREDIT LINE and COPYRIGHT NOTICE:**

Placement of a credit line or copyright notice is required when images are shared electronically including but not limited to use in social networking sites and email. If a credit line or copyright notice is not used, Client agrees that the amount of **DOUBLE THE CONTRACT TOTAL** is the fair and reasonable compensation that will be paid to Photographer for the loss of recognition, or lack of copyright protection, resulting from the lack of, or an improper, copyright notice or credit line.



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### **7. RE-SHOOTS:**

*Client is responsible for sending an authorized representative to the shoot. If no representative is present, Client must accept Photographer's judgment as to the execution of the Image(s). (a) If Client requires a reshoot, Client will pay Photographer an additional fee of one hundred percent of the fee stated in the invoice for the original shoot, plus all expenses for the reshoot. (b) If a re-shoot is required for reasons beyond the control of Photographer, including, but not limited to, weather conditions, Act of God or the fault of a third party, Photographer will not charge an additional fee, but Client agrees to pay all expenses for the re-shoot.*

### **8. FAILURE TO PERFORM:**

*If Photographer is unable to supply his photographic services due to illness, mechanical breakdown, accident, Act of God, or any other cause beyond his or her control, then Photographer will attempt to procure the services of another professional photographer to fulfill his obligations. If that does not succeed, Photographer will return any fees paid by Client and will have no further liability with respect to this Agreement, and Photographer will not be responsible or liable for any other damages beyond the amount of this Agreement.*

### **9. KILL FEE:**

*Provided that Photographer has executed the assignment in a professional and competent manner, Client agrees to pay Photographer all fees and expenses in connection with said assignment, whether or not Client uses any Image(s).*

### **10. ARCHIVING DIGITAL FILES:**

*While Photographer may choose to archive the Image(s), it Client's responsibility to properly store and archive the Image(s) for the duration of the term of license. Photographer cannot guarantee the availability of any Image(s) beyond the date of first delivery to Client. Client is aware that optical, magnetic, electronic, and any other, media for storing digital data are inherently unstable. Client hereby releases Photographer and his/her assigns, contractors, and representatives, from any liability for any claims, damages, or costs, arising from any media supplied by Photographer becoming unusable. All digital files created by, or on behalf of, Client that contain any Image(s) will be deleted or destroyed after five years from date of capture.*

### **11. DIGITAL FILE QUALITY:**

*Photographer is committed to providing high quality services. Unless otherwise specified on the reverse side of this Agreement, Photographer may deliver, and Client agrees to accept, the Image(s) encoded in an industry-standard data format that Photographer may select, at a resolution that Photographer determines will be suitable to the subject matter of the Image(s) and the reproduction technology and use(s) for which the Image(s) is licensed. Due to variances in monitor calibrations, software and computer platforms, digital files may display differently on different monitors. Therefore, neutrals will be set for mathematical neutrality and color will be adjusted for pleasing tonalities. It is Client's responsibility to verify that the digital data, including color profile, if provided, are suitable for reproduction of the expected quality and color accuracy, and that all necessary steps are taken to ensure correct reproduction. If the data is not deemed suitable, Photographer's sole obligation will be to replace or repair the data, but in no event will Photographer be liable for poor reproduction quality, delays, losses, expenses, or consequential damages, resulting directly, or indirectly, from defects or errors in digital files or their use.*

### **12. PRINT QUALITY:**

*Photographer is committed to using high quality products. However, Client is aware that color dyes, inks, and other materials, used in photography may fade or discolor over time. As such, Client releases Photographer and his/her assigns, contractors, and representatives, from any liability for any claims, damages, or costs, arising from any fading or discoloration of any photographic prints.*

### **13. ACCEPTANCE OF TERMS:**

*Client may not assign or transfer this Agreement or any rights granted under it. This Agreement binds Client and inures to the benefit of Photographer, as well as their respective principals, employees, agents, affiliates, heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates, are jointly and severally liable for the performance of all payments and other obligations hereunder.*



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*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 contract 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 assignment.*

*This Agreement will be deemed to be a contract made under the laws of Washington State, 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 Clark County in Vancouver, Washington, 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. Above terms and condition subject to change.*

\_\_\_\_\_  
*Client's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Client's Printed Name*

\_\_\_\_\_  
*Photographer's Signature*

\_\_\_\_\_  
*Photographer's Printed Name*

\_\_\_\_\_  
*Client's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Client's Printed Name*

\_\_\_\_\_  
*Date*