

# MAETOG

## Terms of Service

### **D e p o s i t   a n d   P a y m e n t**

The retainer must be paid in full at the time of booking. Retainer secures the time and services of the Photographer for the sitting and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation. Sittings that are postponed to a later date will retain the fee as long as the photographer can re-schedule for the new date and time.

Following payment of the retainer, balance of any fees due is to be paid on, or before the date of the sitting. No photographs will be delivered until all payments due have been paid in full. Payment for additional images and albums is to be made when they are ordered.

### **C o p y r i g h t   a n d   R e p r o d u c t i o n s**

All photographic materials, including but not limited to digital files, negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions.

### **C l i e n t   U s a g e**

The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. Without permission from the Photographer, the Client shall not download, copy, print, screen shot, use as a basis for derivative works, manipulate in any way, or otherwise use the Photographer's images.

If Client is obtaining a print for reproduction or publication, Photographer authorizes Client to reproduce the print only as agreed upon by Client and Photographer. In such event, Client shall request that a credit for the Photographer be placed adjacent to the photograph on publication, but shall have no liability if the publication refuses or omits to do so.

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### **A t t e n d a n c e**

Photographer. The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.

### **F a i l u r e t o P e r f o r m**

If the Photographer cannot perform 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 the Photographer's illness, then the Photographer shall return the deposit 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 or computer malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the 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.

### **R e t o u c h i n g**

All images will be adjusted for skin blemishes, exposure, brightness, contrast, sharpness, etc. The Photographer's judgement regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct. Retouching, digital manipulation and artist finishing is available to the Client as an option at extra cost.

### **A r t i s t i c S t y l e**

Client acknowledges that she/he has viewed examples of previous work and is satisfied with the overall style of photography that is presented. Client understands that differences in locations, subjects and lighting allow for variations in the final outcome of the Session. There is no knowing what photos will be produced from this endeavor simply because this is an event in the future. Photographer reserves the right to artistically interpret how to photograph a scene. This may mean that some shots are color and some may be black and white.

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### Complaints

Any complaints should first be raised by the Client with the Photographers in writing within 14 days from the date of receipt of images.

**This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. This Agreement shall be governed by the laws of Bermuda.**