

Christy Burleson Photography

TERMS AND CONDITIONS

- It is understood this Christy Burleson Photography Studio is the exclusive official photographer retained to perform the photographic services requested on this Contract.
- Upon reading this, the Christy Burleson Photography Studio shall reserve the time and date agreed upon. Unless the Studio is able to fully replace the cancelled reservation, all sitting fees and retainers are nonrefundable even if the portrait is rescheduled or canceled for any reason other than inclement weather should the desired location be in an exterior environment.
- If, in the opinion of Christy Burleson Photography Studio, inclement weather or other adverse conditions which may prevent the creation of a portrait meeting the artistic standards of Christy Burleson Photography Studio, may elect to use an alternate location or to reschedule the portraits.
- Christy Burleson Photography Studio reserves the right to use images created under this contract for advertising, display, publication or other purposes. The Client reading this contract 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 Christy Burleson Photography Studio in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of Christy Burleson Photography Studio
- Christy Burleson Photography Studio may substitute another photographer to take the photographs in the event of Christy Burleson Photography illness or of scheduling conflicts. In the event of such substitution, Christy Burleson Photography Studio warrants that the photographer taking the photographs shall be a competent Professional employed and qualified by Christy Burleson Photography Studio.
- If Christy Burleson Photography Studio cannot perform this Contract 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 Christy Burleson Photography Studio shall return any deposit or sitting 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 Christy Burleson Photography.
- In the event Christy Burleson Photography Studio fails to perform for any other reason, the Studio/Photographer shall not be liable for any amount in excess of all monies paid.
- Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Christy Burleson Photography Studios from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
- The charges in this Contract are based on Christy Burleson Photography Studio's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed elsewhere without Christy Burleson Photography Studio's permission, and violators of this Federal Law will be subject to its civil and criminal penalties.
- This Contract incorporates the entire understanding of the parties and is governed by the laws of The State of California. Any modifications of this Contract must be agreed upon by both parties.
- **No part of any order, including previews, will be delivered until the balance is paid in full.**

NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs or videos

I have read and understand this agreement, including the terms and conditions