



## Gabor Gergely Photography

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### TERMS AND CONDITIONS OF PHOTOGRAPHY SERVICES

The following terms and conditions shall also apply to Client's engagement of *Gabor Gergely Photography*:

#### **1. Scope of Work:**

This contract is for services and products related to a photography shoot to take place at the agreed time and place between *Gabor Gergely Photography* and the Client. *Gabor Gergely Photography* agrees to provide no fewer than the agreed number of photos for Client to view after the shoot, and is not required to provide more than this number of images. *Gabor Gergely Photography* will perform basic post-processing and digital image editing services on these photos where artistically necessary.

#### **2. Fees:**

In consideration for the photography services provided by *Gabor Gergely Photography*, Client agrees to pay photographer fees. Client agrees to pay the photographer a non-refundable initial payment totaling 50% (fifty-percent) of the total of the photography services upon signing this contract. The initial deposit reserves the photographer's time and not retained or deposit. *Gabor Gergely Photography* agrees to not advertise availability of this same time slot to any other potential clients. If Client cancels this shoot for any reason, the initial payment will not be returned to Client. The balance of the payment for photography services must be paid in full no later than 5 days after the shoot detailed in Section 1: Scope of Work. If Client is required to purchase photos separately after the shoot, payment for those photos is due immediately upon delivery of photos to client.

#### **3. Work Product:**

*Gabor Gergely Photography* will deliver proofs of photos to Client no more than fifteen days (15 days) after the date of shoot. Client understands and agrees that proofs are the exclusive property of *Gabor Gergely Photography* and Client has no right to these photos except for a license to review them, but not store the proofs.

All photos delivered to Client are licensed for Client's personal use only. Photos from the shoot to be delivered to the client will be according to the following order.

- Are any photos to be included in the price for photography services? Yes or No, All photos must be purchased separately.
- If photos are included in the price for photography services, the following will constitute the entirety of photos to be delivered to client and licensed for personal use only.
- Number of photos—included in the price—will be licensed to client, and in what resolution.
- Number of prints—included in the price—will be delivered to client, in what sizes, and what materials will be used for printing and framing.
- Client understands and agrees that prints take longer for delivery. *Gabor Gergely Photography* must deliver photos in a reasonable amount of time after the Client has made a final order.

#### **4. Indemnification:**

4.1 - *Gabor Gergely Photography* and Client agrees that *Gabor Gergely Photographer* is under no obligation to capture any specific moment or pose or person(s) during the shoot.

4.2 - If *Gabor Gergely Photography* is unable to perform the services in this contract due to any cause outside its control, client agrees to indemnify photographer for any loss damage or liability; however, *Gabor Gergely Photography* will return full all payments made by Client to *Gabor Gergely Photography* in relation to this shoot.

4.3 - Client agrees to indemnify and hold harmless *Gabor Gergely Photography* for any liability, damage, or loss related to technological failure, including data loss.

4.4 - Client understands and agrees that *Gabor Gergely Photography* is not required to maintain copies of the photos from this shoot sixty days (60 days) after the photos have been delivered to Client.

4.5 - Client agrees to hold *Gabor Gergely Photography* harmless for any personal injury which may occur as the Client poses or works with *Gabor Gergely Photography*.

4.6 - *Gabor Gergely Photography* will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of Client.

#### **5. Duty of Client:**

Client will obtain all permissions necessary for *Gabor Gergely Photographer* to photograph at the shoot. *Gabor Gergely Photographer* has no duty to obtain permission of reception centers, churches, buildings, properties or other locations to operate thereon. Client understands and agrees that any failure to obtain these permissions resulting in fines to *Gabor Gergely Photography*, or which prevent *Gabor Gergely Photographer* from photographing the event(s) is not fault, liability, or responsibility of *Gabor Gergely Photography*.

#### **6. Exclusive Work:**

Client agrees and understands that no other party than *Gabor Gergely Photographer* may take pictures or any poses, lighting situations, or setups made by *Gabor Gergely Photographer*. This slows down the photographer's work and violates the photographer's right to take pictures of the event. Client agrees to take responsibility for insisting that no person(s) get in the way of *Gabor Gergely Photographer* or take pictures in these situations.

#### **7. Work Release:**

Client grants permission to *Gabor Gergely Photography* and its assigns, licensees, and sublicensing, permission to use Client's image(s) or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, *Gabor Gergely Photography* may use Client's likeness and image(s) on *Gabor Gergely Photography's* website or other advertising.

#### **8. Assignability and Parties of Interest:**

Client agrees and understands that, *Gabor Gergely Photography* may sub-contract or assign this contract to any second-shooter, *Gabor Gergely Photography* may assign any photographers associated with *Gabor Gergely Photography* to perform its duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.