



STANDARD TERMS AND CONDITIONS FOR PROVISION OF GOODS AND SERVICES

1. General

In the following contractual terms and conditions, (hereinafter referred to as the "General Conditions")

Vistan Photography is referred to as "VPS" and is the provider of the goods or services (hereinafter referred to as the "EVENT"); and, the party requesting and receiving the Event is referred to as the "CLIENT". Acceptance of a quotation by the CLIENT or the commencement of the EVENT by VPS shall constitute acceptance of these General Conditions, which shall apply to and govern the EVENT, including any extras and additional requests subsequently ordered by the CLIENT. These General Conditions and all other documents referenced herein shall be hereinafter referred to as the "Contract". These General Conditions apply to all Event work provided by VPS to the CLIENT and the CLIENT specifically agrees and acknowledges that, unless VPS agrees in writing to a modification of these General Conditions, these General Conditions apply and take precedence over any Client's Terms or Conditions whether set out in Client's Purchase Documents or otherwise.

2. Reservation

A signed contract and retainer fee may be required to reserve the dates and times of the EVENT. If the EVENT is rescheduled, postponed, cancelled, or if there is a breach of contract by the CLIENT, the retainer fee is non-refundable and shall be considered liquidated damages to VPS. The CLIENT shall also be responsible for payment for any of VPS's materials and charges incurred up to time of cancellation.

3. Event Schedule

The client agrees to confirm the schedule one-week prior to the EVENT. Notification of any changes in the schedule or location must be made in a timely manner and the CLIENT must obtain confirmation of receipt from VPS.

4. Safety

VPS reserves the right to terminate coverage and leave the location of the EVENT if the photographer from VPS experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT; or in the event that the safety of the photographer from VPS is in question.

5. Shooting Time / Additions

The CLIENT and VPS agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the EVENT, shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT.

6. Expenses Incurred

When applicable, the CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by the CLIENT.

7. Travel Expenses

All travel expenses are based on the distance between the EVENT location and VPS studio address. For any one EVENT, the first 80 kilometers roundtrip of travel are included. All kilometers in excess of 80 kilometers roundtrip are charged at \$0.48 per kilometer. Accommodations are applicable if after 500KM, or 300KM in one direction, and the EVENT exceeds 4 hours in duration. Meals are subject to \$50 per day for any day that accommodations are in effect.

8. Force Majeure / Responsibilities

VPS is not responsible for compromised coverage due to causes beyond the control of VPS including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to VPS, rendering of decorations, or restrictions of the locations. VPS is not responsible for natural backgrounds or lighting conditions, which may negatively affect or restrict the photo coverage. VPS will not be held liable for missed coverage of any part of the EVENT. VPS will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT.

9. Venue and Location Limitations

VPS is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on VPS. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; VPS will offer technical recommendations only.

10. Permits

The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which VPS will be performing services for the EVENT.

11. Copyrights

The photographs produced by the VPS are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without VPS's explicitly written consent. If the CLIENT has purchased an Image from VPS, upon final payment by the CLIENT, limited copyright ownership of the resulting images will be transferred to the CLIENT. If the CLIENT has purchased an "Image DVD" from VPS, VPS grants the CLIENT permission to share the image(s) on social networking websites, with family and friends, and on vendor websites if the images remain unaltered and textual credit is explicitly given to VPS. The CLIENT must obtain written permission from VPS prior to commercially publishing or selling the photographs.

12. Model Release

The CLIENT hereby assigns VPS the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images.

13. Limitation of Liability

In the unlikely Event that the assigned photographer from VPS is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of VPS, VPS will make every effort to secure a replacement. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the EVENT. In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the VPS's control, including but not limited to camera, hard drive, or equipment malfunction, VPS liability is limited to the return of all payments received for the EVENT. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. VPS is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

14. Capture and Delivery

VPS is not liable to deliver every image taken at the Event. The determination of images delivered to the CLIENT is left to the discretion of VPS, but will be limited to the total number of images agreed upon by the client and VPS.

15. Post Production and Editing

The final postproduction and editing styles, effects, and overall look of the images are left to the discretion of VPS, and shall not be subject to any warranty or guarantee claims.

16. Payment Schedule

The aforementioned 10% non-refundable retainer fee is due at the time of signing of agreement. The remaining balance is payable in full prior to or on the day of the EVENT. In the event the CLIENT fails to remit payment as specified, VPS shall have the right to directly terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT. Returned checks will be assessed a \$10.00 non-sufficient funds fee.

17. Pricing

Services or merchandise not included in this initial contract will be sold at the current price at the time the order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from VPS.

Vistan Photography

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