

www.PhotographyInBelize.com

TERM & CONDITIONS - CONTRACT

- 1. I/We the undersigned hereby contract to employ OLIVERA RUSU PHOTOGRAPHY
- 2. It is understood that Olivera Rusu is the OFFICIAL PHOTOGRAPHER.
- 3. The Photographer will be the exclusive professional photographer retained by the Clients for the purpose of photographing the event. Any friend with photo equipment shall be deemed to be a professional photographer, regardless of actual profession, and may not shoot behind, to the side of or near the Photographer. In the event of amateur photographer interference, Photographer will alert family and ask that the photographer in question cease said interference. Clients agree that photographer retains right to stop working until photo equipment is put away.
- 4. The Copyright in all photographs is owned by *Olivera Rusu Photography*. We give permission to Olivera Rusu Photography to use any of our images competitions and as required subsequent usage and for general promotional advertising for *Olivera Rusu Photography*.
 - 5. All images created by Olivera Rusu Photography are for personal use only, unless specified otherwise.
- 6. The retainer is non-refundable and is credited to the total amount of this agreement. The retainer may be transferred to another date if circumstances permit. The final balance must be paid 1 month prior to the event day.
 - 7. Family print orders and any associated extras are made online only.
- 8. Any cancellations must be made in writing. Cancellations made less than 6 months are subject to payment of half the balance due. Cancellations made less than 3 months before the date of the event are subject to pay 100% of the balance due to the high probability that Olivera Rusu Photography will not be able to further book the date. Any cancellations must be made in writing, even if a phone call was made to Olivera Rusu Photography.
- 9. Meals and beverages must be provided for the photographer and eventually assistant for events covered more than 4 hours. Meals to be the same as a guest's meal.
- 10. Each delivered photo, as part of the package, will be color corrected or otherwise edited. The editing is minimal: sharpness, blemishes removal, skin softening, cropping. For any want extra editing, there will be an additional charge. No background removed, no people/objects removed from photos.
- 11. The creative license and content of albums and/or photographs is left to the discretion of Olivera Rusu Photography. For more than 3 changes, there will be an extra fee.
 - 12. Client get the images in high resolution files, downloadable format.
 - 13. For confidential photos, the fees are different (50% more than original package) and also a confidentiality agreement need to be signed.
 - 14. No modification (blur, cut, retouch, filtered etc) in full or part allowed to the photos after delivered and post online as photographer's work.
- 15. The photos will be ready to deliver between 4-8 weeks from the date the editing start, unless there is an emergency fee paid or if exist an agreement with photographer.
 - 16. If images are used for social media, Photographer need to be credited (Photo by Olivera Rusu).
- 17. If Photographer cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of God or nature (rain, storm, mondial pandemic) or other cause beyond the control of the parties or due to Photographer's illness or injury, then Studio will return all fees to the Client(s) but shall have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Photographer. Client(s) agree that an entire event cannot be replicated, reenacted or repeated for the purpose of a re shoot and limits Studio's liability to the amount paid under this contract.
- 18. Images part of package are automatically chosen by Oli if in 7 days time the client didn't replied with choices of photos to be edited. If client desire to choose their own images, there will be an additional fee/week. Please ask details.
 - 19. There is possible to choose extra photos only after package is delivered and within 1 month.
- 20. Upon taking ownership of your digital negatives / high-resolution jpegs, we take no responsibility for any loss or damage of these items that are no longer in our possession. If you lose them, and if we still have them in our possession, can be purchased for an additional fee.
 - 21. Do not apply any modifications to this contract.
 - 22. I have read and understood the above conditions and agree completely by my signature below.

Client Name (print)	Event Date & location
Client Signature	Client Email
Client Name (print)	Client Email
Client Signature	Phone nr:
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