

Forevermore Images

COMPANY POLICY AGREEMENT

TERMS

The terms "the Company" and "Company" refer to FOREVERMORE IMAGES and anyone involved with FOREVERMORE IMAGES including, but not limited to, employees and any individual or business FOREVERMORE IMAGES has sub-contracted. The terms "Client" and "Clients" refer to the individual, individuals, or business who is hiring the Company and/or who signs a contract with the Company. The terms "Event" and "Events" refer to all photo shoots, events, and all sessions for which Clients hire the Company. The Company reserves the right to change, revise, or update the Company Policy without further notice to the Client. An updated version of the Company Policy will be posted on the Company website, www.ForevermoreImages.com, for Clients to view at all times.

SERVICES, PROCEDURES, AND IMAGE PROCESSING

The Company offers photography services for weddings and engagements. The Company strives to offer one-on-one service to Clients and achieve 100% customer satisfaction. For all Events, the Company will be the only vendor of its kind at the Event. No other photographer(s) (professional or non-professional) will be hired by the Client or participating on the Client's behalf at the Event. **Absolutely NO PHOTOGRAPHY OF ANY KIND is permitted by any individual (including guests) outside the Company during the formal portrait session (if applicable). NO FLASH PHOTOGRAPHY from any individual outside of the Company (including guests) is strongly suggested.** The Company will not guarantee images from the event when flash photography is used by individuals other than those from the Company. The Company requires at least one twenty (20) minute break during the Event to be taken at any time during the Event. The Company is not responsible for photographic coverage during breaks. **IMAGE PROCESSING:** The Company will keep images on file until the last day of the twelfth (12) month following the Event date. The Client has until that day to order prints and discs. Image processing begins after the total balance for the purchase has been paid in full. The Company is not liable for delays in lab processing. No part of any order will be delivered until the balance of the order is paid in full. All sales are final. No refunds will be issued once processing begins.

CONTRACTS, DEPOSITS, CANCELLATIONS, TRAVEL FEES, AND OTHERS

CONTRACTS: A signed contract denoting services and fees agreed upon by the Company and Client is required between the Company and Client before any services by the Company are performed for the Client. No changes will be accepted for a contract once a contract is signed. A new contract requires a new deposit. **DEPOSITS:** **State of Virginia:** Contracts require a \$100 deposit. **All other US States:** Contracts require a \$300 deposit. Deposit fees are non-transferable and non-refundable. **BALANCES:** All balances must be paid by fourteen (14) days prior to the Event (or by the date specified on the Client's contract). If balances are not paid by the date specified on the Client's contract, the Company reserves the right to cancel services for the Event and collect the cancellation fee. **CANCELLATIONS:** Clients have until thirty (30) days before the Event (or until the Cancellation Date listed in the contract) to notify the Company, in writing, of a cancellation of services to receive a refund of payments applied toward the balance. Cancellations after thirty (30) days prior to the Event (or the Cancellation Date listed in the contract) are subject to either a \$350 cancellation fee or payment of the remaining balance on the contract (whichever is less). **Exception:** Military Clients who receive government orders after the Cancellation Date that cause a change in the contracted Event date have the choice to either post-pone or cancel the contract. This is the ONLY exception where the cancellation fee will be waived. **TRAVEL FEES:** Travel fees are discussed on a client-by-client basis and vary upon season and location. These fees may include, but are not limited to mileage, hotel, flight, and car rental. **OTHERS:** Print Credits and Online Image Galleries expire on the last day of the sixth (6th) month following the Event date or by the date specified on the contract.

LIABILITIES OF THE COMPANY

If damage or a malfunction of Company equipment occurs during or following the Event resulting in unprocessed or undeliverable images, the Company's liability is limited to issuing a refund for unprocessed or undeliverable images. We determine the refund amount by estimating the percentage of total images lost. Refunds are solely to the discretion of the Company. The Company is not responsible for any injury to Clients and/or subjects participating in or around the Event. The Company cannot guarantee a specific photographer for the Event. If the assigned photographer becomes unavailable, the client will be notified and another photographer will be selected by the Company for the Event.

LIABILITIES OF CLIENT

PAYMENT: The Client is responsible for payment of deposits, fees, and all balances owed to the Company. **DAMAGED EQUIPMENT:** If any equipment brought to the Event by the Company is damaged, whether accidentally or intentionally, during a Client's Event that was caused by the Client, and/or other individual present at the Event on the Client's behalf, the Client is responsible for the total costs of repairs for these items. Repair costs will be billed to the Client with an itemized list of damaged items and cost to either repair or purchase new items. **CHANGES TO EVENT:** The Client must notify the Company of any changes to the Event as soon as the changes occur. All changes must be brought to the Company in writing. **FLASH-PHOTOGRAPHY NOTICE:** The client is responsible for notifying and reminding all individuals (including guests) outside of the company, at the Event, that absolutely no flash photography is permitted by anyone other than the photographer(s) from the company at any time during the event. It is strongly suggested that the Client appoint an individual (such as a DJ) to make a formal "No-Flash Photography" announcement before the event begins. **VENDOR EXCLUSIVE:** The client agrees to hire only photographers, amateur or professional, from this Company at the Event.

COPYRIGHT

The Company owns all rights to all images taken by any individual hired by the Company. The Company reserves the right to use Client images for display in both print and digital form. It is illegal for anyone other than the Company to copy or reproduce these images without permission from the Company. Violators of this federal law will be subject to its civil and criminal penalties. The Company allows Clients to purchase rights to images for a fee.

PAYMENT METHODS

The Company accepts payments by **PayPal®, Credit Card, Cash, Money Order and Personal Check**. PayPal® payments must be made payable to the email address of payments@forevermoreimages.com. PayPal® and Credit Card payments are subject to PayPal® terms, conditions, and payment policy which can be found at www.PayPal.com. All checks must be payable to "FOREVERMORE IMAGES." The Company will not accept post dated checks. Client is responsible for all payments of all services and fees by their due dates.

RETURNED CHECKS: A \$35 fee (or the maximum allowed by state law) will be charged to the Client for a returned check. A payment to satisfy the balance owed must be made immediately with cash or certified funds only. If a check is returned after the payment due date listed on the contract, the Event will be cancelled by the Company and the Cancellation Fee will apply.

Revised January, 7 2011

THIS COMPANY POLICY AGREEMENT IS ACCEPTED BY:

Client Name (Printed)

Client Signature

Date

Witnessed By

Date