

Deutsch Photography, Inc.'s Agreement to Photograph Is Subject to All the Following Terms and Conditions

1. **Exclusive Photographer.** Deutsch Photography, Inc. ("The Photographer") shall be the exclusive photographer retained by the Client for the purpose of photographing the Event. Guests of the Client shall be permitted to photograph the Event if they shall not interfere with the Photographer's duties and do not photograph poses arranged by the Photographer.
2. **Deposit and Payment.** Unless otherwise agreed, the Client shall make a 25 percent deposit to retain the Photographer to perform the services specified herein. An additional 25 percent deposit is due 30 days before the Event. The balance is due within 7 days after the Event. When this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. If the Client refuses delivery of the order or refuses to pay within 7 days of this order, Client shall be in default hereunder and shall pay 16 percent interest on the unpaid balance until payment is made in full.
3. **Cancellation.** The Client may cancel this contract at any time prior to the Event. Notwithstanding the foregoing, all deposits are non-refundable, and the Client shall forfeit any deposit already paid if the Client cancels this contract. If the Client cancels within 30 days of the Event, the Client shall pay 50 percent of the total fee to the Photographer (less any deposit already paid). In addition to the foregoing, if the Client cancels at any time, the Client shall pay all expenses already incurred by the Photographer.
4. **Photographic Materials.** All photographic materials, including but not limited to digital image files, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer agrees to make best efforts to preserve all final photographic materials for a period of not less than one year. After one year, the Photographer shall have the right to destroy all such materials. At any time prior to the destruction of such materials, the Client shall have the right to purchase such materials from the Photographer at a price based on the Photographer's Standard Price List or an otherwise mutually agreeable price.
5. **On-line Gallery.** The Photographer shall have the right to post to the website of his choosing any or all images from the Event so that the Client, the Event's guests, and other persons of the Client's and the Photographer's choosing may view and purchase photographs taken at the Event. The purchase price for any prints or digital files purchased from such on-line gallery or otherwise purchased from the Photographer shall be based on the Photographer's Standard Price List, which is available upon request. This price list is adjusted periodically, and future orders may be charged at the prices in effect at the time when the order is placed.
6. **Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. Notwithstanding the previous sentence, if Photographer provides the Client high resolution digital images from the event, the Client may print such images for the Client's personal use. Except as indicated in paragraph 5, above, the Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.
7. **Client's Usage.** The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If the Client is obtaining a print for newspaper announcement of the Event, Photographer authorizes the Client to reproduce the print in this manner. In such event, the Client shall request that the newspaper run a credit for the Photographer adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so.
8. **Failure to Perform.** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or injury, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the 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 negligence on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.
9. **Photographer.** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness, injury or scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
10. **Music.** The Photographer shall utilize royalty free or public domain music for the soundtrack to any video, montage, slideshow, etc. provided to the Client. If the Client wishes to use other music, it shall be the Client's responsibility to provide such music to the Photographer, and the Client warrants and represents that he/she has the right to use such music, and the Client shall indemnify and defend the Photographer in any suit, action, arbitration or mediation arising out of the use of such music.
11. **Inherent Qualities.** The Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and the Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
12. **Photographer's Standard Price List.** The charges in this Agreement are based on the Photographer'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.
13. **Arbitration.** All disputes shall be submitted to binding arbitration in New York, New York and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing sentence, Photographer shall have the option of submitting disputes to the New York City Civil Court, Small Claims Part, for claims falling within the court's jurisdiction.
14. **Insurance.** The Photographer warrants that it shall maintain in full force and effect during the Event a Commercial General Liability policy issued by a carrier authorized to do business in the State of New York. If the Client or the shoot location require, the Photographer will provide a certificate of insurance upon request naming the Client, shoot location and/or the owners of the shoot location as additional insureds.
15. **Acceptance of Contract.** The Client's acceptance of the Images and/or payment of the Photographer's invoice shall constitute the Client's agreement to the terms of this agreement.
16. **Miscellany.** The terms and conditions of this Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives; this Agreement constitutes the entire understanding between the parties; its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize additional fees and expenses orally; a waiver of a breach of any of its provisions shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof; and the relationship between the Client and Photographer shall be governed by the laws of the State of New York.