



V. Jay Ojeda Photography
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WEDDING SERVICES CONTRACT TERMS AND CONDITIONS

1. The artist is the exclusive photographer at the wedding and reserves the right to ask anyone else taking pictures cease and desist.
2. if the balance of fees due fourteen days (14) prior to the event is not received by that date, this contract shall be deemed terminated by the client and the artist shall have no further obligations under this contract.
3. if the contract is terminated as above and the artist determines to reinstate the contract, and to accept late payment, which payment must be made prior to any photographs being taken, and must be in the form of a certified cashiers check, such payment shall include a \$35.00 late charge.
4. The artist has a copyright on all photographs and negatives. Client may not reproduce or allow another to reproduce photographs in any medium, including but not limited to scanning into electronic medium or photocopying, without the express written consent of the artist. Copyright violators will be prosecuted to the full extent of the law.
5. The artist reserves the right to use images for display, publication, or other purposes. All negatives remain the exclusive property of the artist.
6. The artist will retain the negatives for three years. After three years, the negatives can be destroyed without notice to the client.
7. The retainer payment due upon acceptance of the contract is non refundable, and will be retained by the artist if the wedding is cancelled or rescheduled. If the wedding is rescheduled within six months, which rescheduling is subject to the artists availability and any applicable price increase for the services described in this contract, the retainer will be applied to the rescheduled wedding.
8. The artist's liability for nonperformance of this contract, regardless of fault, is limited to the amount of funds paid by the client pursuant to this contract.
9. Because the price of each package is determined in part by the amount of time the artist will spend at the wedding, the time and place specified in this contract must be strictly observed. If, due to no fault of the artist, the artist stays overtime to complete the photographs promised in the package, the client agrees to pay for overtime at the rate specified in the current wedding price schedule. If the client refuses to pay for such overtime, the client understands and agrees that the client may not receive the full number of pictures that would otherwise be included in the package.
10. The client is responsible for insuring that all individuals being photographed are present and cooperative.
11. Prices for prints and rescheduled services are subject to change without notice.
12. These terms and conditions may not be changed.