

2020 TERMS & CONDITIONS

1. Payment. The Client shall make a non-refundable payment per player for the Photographer to perform the services specified herein. Upon payment, the Photographer will reserve the time and date agreed upon by both parties once its been confirmed available. The Client agrees that this payment is earned by the Photographer when paid, and is remitted in consideration of the experience, reputation, skill of the Photographer, and in consideration of the inability of the Photographer to schedule other clients during this time.

2. Cancellation. If the Client requests to amend or cancel this Contract 1 or more calendar days before the agreed upon photographic event date, the payment shall be applied to a mutually agreed upon reschedule date. If the Client fails to show or cancels 1 or less calendar days before the agreed upon photographic event date, the payment shall be forfeited.

3. Rescheduling/Late Arrivals. In the event that the Client requests to reschedule a photographic event, the payment shall be applied to a rescheduled event if notice is given at least 48 hours prior to the scheduled event. Reschedule must be within the same calendar year. Any Client that is late arriving to the event will have the amount of time late deducted from the time allotted for the event. Clients shall not be compensated for the time deducted from the event due to late arrival of the Client.

4. Completion Schedule. these custom portraits take time to create as each one is customized to each player, please allow 2-4 weeks for full league completion. Company routinely will post status updates on their social media sites. Photos will be delivered to your League contact for distribution. Third-party manufacturing laboratories that are utilized for products that are unable to be printed at the studio may provide restrictions on an order not outlined in this Contract.

5. Use of Independent Contractor. In the event a third-party Independent Contractor is hired for services and/or products for the photographic event, the client agrees that Photographer shall not liable for any actions committed by an Independent Contractor, or for products provided by such Contractor. Client agrees to indemnify and hold harmless photographer for the same. Client acknowledges the need to communicate with the Independent Contractor regarding any allergies to any product provided by the Contractor and agrees to communicate with Independent Contractor regarding the provision of services by the Contractor.

6. Photographic Materials. All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. All orders must be placed within the outlined schedules within this Contract. No products, including digital files, will be released until the agreed upon amount is paid in full per the payment schedule outlined in this Contract.

7. Artistic Rights. The Photographer retains the right of discretion in selecting the photographic materials released to the Client. The Client shall receive a printed 5x7 Team photograph to and shall not receive any photographic materials not presented to the Client. The Photographer also retains the right to make adjustments to the photographs in post-processing as the Photographer deems within their creative control. Additional processing may be requested as outlined in the above fee schedule.

8. Copyright and Reproductions. The Photographer shall retain copyright ownership of all works created in the course of this Contract, including but not limited to all images in their original and processed formats. It is understood that any duplication or alteration of original images is strictly prohibited without the written permission of the Photographer. Alterations include, but are not limited to, application of filters, cropping, or modifications of any kind.

9. Client Usage. The Client shall only use the photographic prints, including digital files, in accordance with the permissions within this Contract. The Client's prints are for personal use only and shall not be submitted to contests or reproduced for commercial use. The Client shall not make, or provide authorization to a third-party to make reproductions of works resulting from this Contract without express permission of the Photographer. Additional prints and/or digital files may be purchased between third-parties and the Photographer with the permission of the Client. Accordingly, if the Photographer provides a digital file print release, the Client must act in accordance with the release.

10. Social Media. The Client may share web/blog post links and social media albums through use of the share functions and dissemination of direct links. The Client shall not copy, download, screenshot, or capture the photographs in any other fashion. The Client shall Tag @Jeremystanding & @AngryElfStudios in the caption of all photographs uploaded to social media websites and profiles.

11. Photography and Videography. The Client shall not engage in photography or videography during the course of the photographic event unless otherwise agreed to by the Photographer.

12. Failure to Perform. If the Photographer is unable to perform this Contract due to illness, emergency, fire, casualty, strike, act of God or causes beyond the control of the Photographer, the Photographer and the Client shall make every attempt to reschedule the photographic event. If a reschedule is unable to be agreed upon, the Photographer shall return the retainer to the Client and shall have no further liability. Further, if the Photographer is unable to deliver photographic materials due to technological malfunctions, including but not limited to the equipment operation and image processing, or photographic materials are otherwise lost or damaged without fault of the Photographer, liability shall be limited to the cost of the contract. In no event shall Photographer be liable for any amount exceeding the cost of the contract.

13. Substitute Photographer. The Photographer reserves the right to provide a substitute with another photographer in the event Photographer is unable to perform. The substitute photographer is chosen at the discretion of the Photographer and does not

constitute a breach of this Contract. The Photographer warrants the substitute photographer to be of comparable quality and professionalism. The original terms of this agreement will remain in effect.

14. Jurisdiction and Venue. The parties expressly consent to jurisdiction and venue of the federal and state courts of the State of Massachusetts and the State of MA with respect to any suit, claim or dispute arising out of, or relating to this Agreement. It is understood and agreed by the parties that the Court where litigation is first commenced will retain jurisdiction over any and all related claims or disputes arising out of and concerning this Agreement. Depending on which State any action may be commenced, this Agreement shall be deemed to have been made in such State, and shall be governed by and construed in accordance with the laws of such State.

15. Indemnification. The Photographer shall be held harmless for any and all injury to the Client and the Client's property during the course of the photographic event and the immediately surrounding events.

16. Miscellany. This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of any subsequent breach or default of either the same provision or any other provision of this Contract. This Contract shall be governed by the laws of the State of MA.

17. Attorney's Fees. If either party to this Contract brings a legal action against the other party to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.

18. Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.