



## TERMS AND CONDITIONS/SERVICE AGREEMENT

### 1. Booking and Payment

The Photographer/Designer (Leslie Thompson) agrees to perform the professional photographic/graphic design services for \_\_\_\_\_ on \_\_\_\_\_ from \_\_\_\_\_ until \_\_\_\_\_. Please copy and print the signed service agreement along with a receipt of the non-refundable (transferable), booking fee of \$\_\_\_\_\_.

**Photography:** Payment of booking fees for photography services are expected to be paid 2 weeks in advance before the scheduled event. If photography session is booked in under a 2 week time frame, payment is expected immediately to secure the booking.

**Graphics:** A deposit of 50% of the total amount of graphic services requested in the amount of \_\_\_\_\_ is required upfront and is understood that \$30 per item is **NONREFUNDABLE**. This is to protect and compensate the designer for the time allotted to create the design requested. Should you decide that you have changed your mind on the design, all monies minus \$30 dollars per item will be returned. \_\_\_\_\_init

**Printing:** Once you have proofed your items and they go to print, **THIS CAN NOT BE STOPPED**. If an error occurs, you will have to reproof the items and once approved, you will have to pay a reprint penalty. (Price to be determined per item). \_\_\_\_\_init

### 2. Service Guarantee

Treasured Memories (TMGS) guarantees its services up to but not to exceed the photographic/design fees paid by the client to TMGS. Services include the digital photographing/graphic design of the above event/project by Photographer/Designer (Leslie Thompson) at the specified time and place for the above amount of time with the use of Leslie Thompson as the principal Photographer/Designer and one assistant Photographer/Designer (optional and contracted).

### 3. Exclusivity

Treasured Memories shall be the exclusive Photographer/Designer retained by the Client for the purpose of photographing/designing the event/project. Third parties affiliated with the Client shall be permitted to photograph the event as long as there is no interference with the Photographer's (Leslie Thompson's) duties and do not photograph poses arranged by the Photographer (Leslie Thompson).

#### 4. Delivery

Watermarked RAW images and designs will be available for viewing 24-72 hours after the event/project and online proofing for client of select images can be made available through the Photographer's/Designer's (Leslie Thompson's) Showroom on the TMGS website or via the TM Studios Photography (whichever is specified) you will be given a link as well as a passcode to view your pictures in a prepared gallery. These pictures are not to be copied for your personal use. They are simply there for viewing and selection purposes. (Once viewing/proofing is complete, and if requested, the Client will be given a watermarked DVD archive of all selected RAW images photographed/designed during the above event/project. Images can be delivered to the Client on an 8GB Flash Drive for an **additional fee of \$15.00**. Some minimal professional photo editing is provided for some select images chosen by The photographer Leslie Thompson. Other desired edits will be treated as an additional service and appropriate fees (per image) must be negotiated immediately following viewing/proofing.

Delivery of printed items are as follows: You will meet in the designated area informed to you by Leslie Thompson. If you require delivery of printed items a **delivery fee of \$10 will be included.** \_\_\_\_\_init

#### 5. Copyright

All photography/graphic designs copyright © by Leslie Thompson, TM Photography Studio (TPS), and Treasured Memories Graphics & Photography (TMGS). The Photographer/Designer (Leslie Thompson), TPS, and TMGS reserves the right to use any photographs/graphic designs taken/designed during the event/project for advertising or commercial use. The event/project may be posted on the Photographer's/Designer's (Leslie Thompson's) website and social media pages with samples from the event/project and/or used for promotional and marketing materials. Should the Client not wish to have their event/project uploaded to the internet for viewing or a sample placed on the Photographer's/Designer's (Leslie Thompson's) social media page or used in marketing material, a request must be made prior to the event in writing.

#### 6. Cancellation

Should an event/project be cancelled due to the fault of the Client, Treasured Memories (TMGS or TPS) reserves the right to keep any booking fee made by the Client. The Client may request a full "opt out" of the agreement no less than two (2) weeks prior to the event/project. If it is less than two (2) weeks, but more than one (1) week until the time of the event/project, the Photographer/Designer (Leslie Thompson) will retain 50% of the total fees. If the event/project is cancelled within one (1) week or less of the scheduled event, the Photographer/Designer (Leslie Thompson) will retain 75% of the total fees. \_\_\_\_\_init.

#### 7. Failure to Perform

If the Photographer/Designer (Leslie Thompson) cannot perform this agreement due to fire, casualty, act of God, or other cause beyond the control of the parties, the Photographer/Designer (Leslie Thompson) shall return all monies paid to the Photographer/Designer and shall have no further liability with respect to the agreement. This limitation on liability shall also apply in the event that photographic/design materials are damaged in processing, lost through camera malfunction, or otherwise lost or damaged without fault on the part of the Photographer/Designer (Leslie Thompson). The Photographer/Designer (Leslie Thompson) will make every effort to keep any of the above from happening. No specific photograph/design is guaranteed.

#### 8. Client Usage Rights

The Client is guaranteed limited usage for an unlimited amount of time of all photographs/designs for private and personal use only. **Image files are non-transferable and cannot be given, shared, or sold to any third party. Web sharing of low resolution imagery is acceptable, but must contain photo credit and the file size must be no larger than 4x6 inch at 72dpi. Credit must read: "Photo/Design by Leslie Thompson" or "Photo/Design by Treasured Memories Graphics & Photography."** \_\_\_\_\_init

Please bring this Service Agreement to any photography lab for proof of usage rights. Commercial use, reproduction, and unauthorized editing/alteration of any photograph or design are strictly prohibited and punishable by a fine of no less than three (3) times the commercial usage worth of the photograph(s)/design(s) unlawfully used. Licensing, for exclusive rights, is available at a fee of \$100.00 per image/design. Please contact Leslie Thompson at [contact@treasuredmemoriesgraphics.com](mailto:contact@treasuredmemoriesgraphics.com) for inquiries. By signing this document and returning it to Treasured Memories Graphics & Photography, the Client agrees to the above terms of service.

Photographer/Designer: \_\_\_\_\_ Date: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_

**THANK YOU FOR YOUR CONSIDERATION AND I  
LOOK FORWARD TO WORKING WITH YOU!**