



Client Name:

Pet Name(s):

Address:

Photoshoot Date:

Time:

Phone:

Photoshoot Location:

E-mail address:

NOTICE OF COPYRIGHT

This Agreement is a notice of copyright protection for all of Chase & Snap Pet Photography (abbreviated Chase & Snap throughout the contract) Images, and it secures copyright protection for Chase & Snap. Chase & Snap owns all copyrights to its Images. As original creator, all of these Images are property of Chase & Snap and are protected by the United States and international copyright laws. Chase & Snap has the right to sell, display, modify and/or publish any of the images it owns. This includes, but is not limited to: use on website and promotional materials, display and sale at art shows, inclusion in gift books, greeting cards, calendars and other products. This Agreement qualifies as a model and property release for you and your pet(s).

USE OF IMAGES

The client shall not use the Images for profit or any other commercial purpose, nor shall the client knowingly give the Images to any persons who will use the Images for profit or any other commercial purpose. This includes, but not limited to: entry into contests, sales to stock photography agencies, and publishing for advertising or profit in any form.

CD USE

If purchasing a CD, the client may make a reasonable amount of copies of the images for personal use only. Use on business websites, newsletters and promotional materials will be considered on a case-by-case basis.

PAYMENT

If the client is paying by check or credit card, payment for the photoshoot is due 3 days before the start of the session. Payments for prints and other products are due at the time they are ordered. Prints and products will not be delivered until payment is received in full. In the case of late payment, a 2% late fee will be applied monthly.

RETURNED CHECK FEE

Returned checks may be subject to a \$35 processing fee.

LIMITATION OF LIABILITY

Chase & Snap will not be liable for nonperformance of photography sessions due to photographer's accidents, injury, illness, or other uncontrollable circumstances. Chase & Snap will not be responsible for any accidents, injury, or damages caused by either photographer or pet, that occur during the result of the shoot. If the pet injures the Photographer or damages the photography equipment, the client shall be solely responsible for paying for all injuries and damages that are the direct or proximate cause of the pet within a reasonable period of time.

SPECIAL REQUESTS

The client agrees to communicate any special requests to the Photographer at least one week before the photo shoot. Fulfillment of special requests is not guaranteed if not communicated by 7 days prior to the photo shoot.

PHOTOGRAPHER STYLE

The client has reviewed the images on the Chase & Snap website and understands that the Photographer takes "documentary style" photos, rather than studio "portraiture style" photos.

EXPECTATIONS

If the quality of the print does not meet expectations, the client may receive a different print of the same size free of charge. However, once a client has possession of a print for over 5 days, Chase & Snap is no longer responsible for its quality or composition.

APPLICABLE LAW

Chase & Snap is operated in the State of Vermont, United States of America. The laws of the State of Vermont will govern the Legal Notices and Conditions of Use without giving effect to any principles or conflicts of laws.

DISPUTES

Chase & Snap retains the right to take legal action if this agreement is violated, and, in such case, if Chase & Snap prevails, the client is solely responsible for any and all mediation, arbitration, and legal fees incurred by Chase & Snap. If a party in any manner violated or threatened to violate Chase & Snap's intellectual property rights, Chase & Snap may seek injunctive or other appropriate relief in any state or federal court in the state of Vermont and the client consents to exclusive jurisdiction and venue in such courts, notwithstanding any provision in the agreement which can be construed to the contrary.

AGREEMENT

This Agreement constitutes a full and complete agreement between the parties. There are no oral or other agreements that supersede this Agreement. This Agreement describes the terms and conditions applicable to the service available by Chase & Snap. This Agreement describes the client's responsibilities and, among other things, limits the liability of Chase & Snap.

DEFINITIONS

"AGREEMENT" means the terms and provisions of this contract, agreed upon by the parties to this contract.

"IMAGES" means all media including digital, electronic, print, television, film and other media now known or to be invented.

Client Signature(s):

Chase & Snap Signature:

Client Printed Name(s):

Printed Name(s):

Stephanie Madeline

Date:

Date: