

PHOTOGRAPHY SERVICE TERMS AND AGREEMENT

This is a contract for photography services to be provided by MUSE THEORY DESIGN and/or individuals subcontracted to do work for and/or MUSE THEORY DESIGN. You agree to the following terms and conditions:

[1] "Photograph(s)" means all photographic material furnished by MUSE THEORY DESIGN, hereinafter "Johnny Neang (Photographer)", whether transparencies, negatives, prints, digital images or otherwise.

[2] Client agrees to indemnify and defend Photographer against any and all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses arising out of any use of any photographs for which the client's guests provided no release to the Photographer for any photographs, which are illegally altered by Client. Unless so furnished, in writing, no release exists. Photographer's liability for all claims shall not exceed in any event the total amount paid under this contract.

[3] Client may not assign or transfer this agreement or any rights granted hereunder. This agreement binds and insures to the benefit of Photographer, Client, Clients principals, agents and affiliates, and their respective heirs, legal representatives, successors and assigns. Client and its principals, agents and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing because of immediate proximity of shooting. This agreement incorporates by reference Article 2 of the Uniform Commercial Code and the Copyright Act of 1976, as amended.

[4] Except as provided in (5) below any dispute regarding this agreement shall be arbitrated in Alameda County, California under rules of the American Arbitration Association and the laws of California. Judgment on the arbitration award may be entered in any court having jurisdiction. Client shall pay all arbitration and court costs, reasonable legal fees, and expenses and legal interest on any award or judgment in favor of Photographer.

[5] Client hereby expressly consents to the jurisdiction of the Federal Courts with respect to copyright claims by Photographer under the Copyright Act of 1976, as amended. Clients also agree to pay reasonable legal fees, and expenses if the Photographer prevails against the Client on all federal matters.

[6] "Emergencies": Emergencies such as serious injuries, serious illness or death to the signing parties to this agreement or their immediate families will cause this agreement to be null and void. Photographer will return any retainers made and will not charge for time or material expenses incurred while preparing for the shoot. Client(s) as well as Photographer must produce documentation in writing showing cause stating reason, relationship and have an excuse signed by an attending physician, charge nurse or funeral director. For the purpose of this agreement immediate family will consist of parents, stepparents, brothers, sisters, spouses, children, stepchildren, grandchildren and grandparents, as well as myself and the bride or groom. Either party may invoke this clause up to five days prior to the shoot causing this agreement to become null and void.

SERVICE(S) AND PRICING CONTRACT

<i>Service / Product Type</i>	<i>Description</i>	<i>Rate / Price (\$USD)</i>
<i>Event / Shoot Date and Time: _____ from: to:</i>		<i>Total Cost:</i>

PAYMENTS

All payments must be made by the due date by check or money order to "Muse Theory Design" and mailed to 32552 Lake Bridgeport St, Fremont, CA 94555. Online payments by a major credit card or PayPal are available upon request.

RETURNED CHECKS

Returned checks are subject to a \$50.00 returned check fee. Client assumes responsibility for any and all collection costs and legal fees incurred by MUSE THEORY DESIGN in the event of enforcement of this contract becomes necessary. All legal action shall take place in Alameda County, California.

RETAINER

A retainer fee of (waived) is required to hold the date of your event or shoot. No date is reserved until a retainer is received. The balance of the complete package price must be paid at ***within 14 days (before / after) to the event or shoot.*** If final payment is not received, MUSE THEORY DESIGN will not be expected to attend said event or shoot. Additional custom orders (reprints, enlargements, albums) must be paid in full at the time of order. For this reason, all retainers are non-refundable, even if the event or shoot date is changed or canceled for any reason except as noted in section 6 "Emergencies."

CHANGE OF DATE OR VENUE

Client(s) Initials:___

MUSE THEORY DESIGN must be notified immediately of any changes in schedule or location, at least one week prior to the scheduled date of event or shoot. Notification of any changes can be made by phone along with written notice sent via email for documentation. If an email is sent, a confirmation of receipt must be in writing. It is the client's responsibility to confirm all arrangements at least 7-10 days prior to the event. In the event of change of address or contact information (time, etc.) as listed, you must notify MUSE THEORY DESIGN.

PRE-EVENT/SHOOT CONSULTATION

The parties agree to a pre-event consultation approximately ten to fifteen days before the event date in order to finalize the actual shooting times, locations, event procedures and special requests for specific photographs. Please see attached form for the type of information requested.

CANCELLATION

There shall be NO refund of retainer after 48 hours from the signing of agreement due to the reservation of the photography date. If the event is cancelled within three months of the date, the client shall pay the balance of the contract due to the high probability that MUSE THEORY DESIGN will not be able to further book that date. Once a balance is paid, it is NON-REFUNDABLE. Any other arrangements shall be discussed between the client and MUSE THEORY DESIGN. All arrangements will be put in writing. Cancellation must be in writing even if a phone call was made to inform MUSE THEORY DESIGN of the cancellation.

FAILURE TO PERFORM

Due to the limited and subjective nature of the event, MUSE THEORY DESIGN can not be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the church or location restrictions. The photographer is not responsible for lost photo opportunities due to other cameras or flashes, the lateness of the bride, groom, or other principles. The Photographer is not responsible for the lack of coverage due to weather conditions, scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location. It is acknowledged that any lists submitted to MUSE THEORY DESIGN will be used for organizational purposes only and in no way represents photography that will actually be produced. MUSE THEORY DESIGN will do its best to fulfill all requests but can make no guarantees all images will be delivered. Clients are responsible for all location fees and permits.

FORCE MAJEURE

If MUSE THEORY DESIGN or its assigns, cannot perform this agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, or due to the photographers illness, then MUSE THEORY DESIGN shall return any moneys paid by the client, less expenses, but shall have no further liability with respect to the agreement. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, flash card malfunction, lost in the mail, or otherwise lost or damaged without the fault on the part of MUSE THEORY DESIGN

COPYRIGHT

Title (possession) of and copyright to all products shall remain with MUSE THEORY DESIGN until client has paid in full. All photos are copyrighted. The negatives and or digital images (hereinafter collectively "images") created by MUSE THEORY DESIGN and/or subcontractor(s) remain the property of MUSE THEORY DESIGN. It is illegal to copy, scan, reproduce, or post online in forums elsewhere without the written permission of MUSE THEORY DESIGN. Violators of this federal law will be subject to its civil and criminal penalties.

GARMENTS

MUSE THEORY DESIGN can not be held responsible for damage to Garments during environmental events. Client is responsible to arrange personal assistance for events and shoots.

TOUCH UPS

Although diligent efforts are made to avoid environmental problems and effects, all client-requested photographic touchups or alterations not included in the purchased product will only be performed at the client's expense, unless defined in "Service(s) and Pricing Contract". Such retouching may include but is not limited to, correction of hair/make up, environmental effects, clothing, reflections in glasses, opening closed eyes, removal/insertion of family members, hired wedding personnel, fixtures etc.

CREATIVE LICENSE

Images are edited at the photographer's discretion, and delivered prints may not include all images shot. The photographer reserves the creative right to edit and release only those deemed creditable as professional in quality and within the photographer's artistic standards. Photographer reserves the right to edit and will be the final authority on the images that will be offered for sale to the client.

ALBUM DESIGN-(Wedding / Engagement Photography Events Only)

Clients will be asked to select up to 80-100 images for their album. Based on the number of pages in the album selected in your package, not all images selected will be put in the album. The number of images put in the album will be between 50-100, and will vary by design of the album. Clients will have the option to add more pages for an additional charge. Clients are asked to mark images that **must** appear in the album.

DELIVERABLES OF WORK

Photos and/or design work delivery is 1-3 weeks from time images are approved by the Client. Due to the fact that printing and production is outside the control of MUSE THEORY DESIGN, the clients will not hold MUSE THEORY DESIGN responsible for late or delayed deliverables.

SUBSTITUTION

In the event of illness or sudden event out of the control of both parties, MUSE THEORY DESIGN will attempt to substitute a photographer at no cost to client. This contract will be transferable to said Photographer.

CD/DVD STORAGE

Due to the lack of information about how long CDs/DVDs can hold information, MUSE THEORY DESIGN recommends you back up your images on another media format other than CD/DVD. MUSE THEORY DESIGN also recommends making multiple copies of CDs/DVDs every year to insure the images for years to come. MUSE THEORY DESIGN can not be held responsible for the failure of CDs/DVDs due to mishandling. It is the client's responsibility to keep several copies of any CDs/DVDs in more than one location, and back the images up on another format such as a hard drive.

ARCHIVAL

Upon 1 year after the wedding date the Client will be given the option to purchase the digital negative files at the cost as it applies at that time. If the Client declines to purchase the digital negatives the Client will be given two options:

1. The photographer will continue to archive and protect the files for another year; the Client will be charged the archival cost as it applies at that time.
2. The Clients digital negative files will be destroyed to make room for other client's files and will no longer be available in any form.

MODEL RELEASE

If signed the contracting party grants MUSE THEORY DESIGN the unrestricted right to copyright, use and publish photographs of the contracting party for commercial, promotion, competition or other purposes without compensation or liability to the contracting party.

This Agreement incorporates the entire understanding of the Client(s), and the Client(s) agree to all its terms, and acknowledge receipt of a completed copy of the Agreement signed by all Parties. Any modifications of this Agreement must be in writing and signed by all parties. Each person signing as Client(s) below will be fully responsible for ensuring that full payment is made pursuant to the terms of this agreement. By signing this Agreement, we confirm that we agree to all terms and conditions outlined in this Agreement:

Client(s) Information and Signature(s):

Full Name _____
 Company / Organization _____
 Address _____
 City, State, and Postal Code _____
 Phone: _____ E-Mail: _____

Signature _____ *Date:* _____

Full Name _____
 Company / Organization _____
 Address _____
 City, State, and Postal Code _____
 Phone: _____ E-Mail: _____

Signature _____ *Date:* _____

Photographer's Signature

Signature _____ *Date:* _____

Photographer's Comments:

None