

### Terms and Conditions

1. Our normal payment terms are 50%-45%-5%. The first payment of 50% of total contract is deposit amount required to hold the date of your event and is due upon writing of contract. A second payment of 45% of total contract is due up to 30 days prior to the date of event. The final balance of 5% is paid upon delivery of contract. Anytime a payment is not presented when due, a late payment fee in the amount of 10% of the total amount of the contract will be payable in addition for that payment unless prior agreement is reached.
2. There is a fee associated with a cancellation of an event. If the cancellation is made of an event that is more than 6 months away, 50% of the deposit amount required may be returned. If the cancellation of an event is made within 6 months of an event, there is no refund available. If cancellation of event is within 60 days of event, entire contract is due and payable unless we can find another event to replace it in which case, we will go by the rules for cancellation of 6 months away. Cancelled event payments may be used less 25% fee as deposit for another event date that we are available for up to year in the future.
3. Generally, there is no charge for travel unless over 1.5 hour each way (75 miles) from our local area. If the distance is greater than above, we retain the rights to charge for \$50 / hour (1-hour increments) for overage travel depending on the package we are hired for.
4. Proofs and USB Flash Drives are normally delivered to customer within 3 - 8 weeks after the event. Final work is normally finished up within 6 months after order is placed or at the speed of the customer. We would like to finish up all work within 1 year of event but if the delay to order the items stipulated in the contract is longer than this time, we reserve the right to adjust and/or charge for price increases. We will try our best to satisfy exceptional needs but cannot guarantee that we will succeed every time. In any case, do not be afraid to ask.
5. Preview video is normally provided within 3 months of the event and final products delivered 4-8 weeks after acceptance of preview.
6. This Price Sheet is part of the contract. Please retain your copy as the terms for agreement are in this document.
7. To reserve a date that you have in mind, you may make a deposit using the assumptions in this price sheet without having to contact us previously. If we accept your deposit and agree to your requirements (Date of event, Location, Time, etc.), we will issue you a contract. Otherwise, if are not able to accept your deposit or requirements, we will promptly refund your money in entirety. The refund can be made issued by simply returning the payment if cash, check if not cashed, reissuing you a refund check, crediting your credit card or any other means accepted by you the client and us.
8. Sending us a deposit will hold your date and time unless your requirement conflicts with another reservation that we may have. In case of conflict or non-acceptance, your money will be promptly refunded in its entirety.
9. We consider payment of deposit the point of sale. You have hired us at that time for your event no matter how far in the future the actual event that we are hired for is.
10. We keep your negatives, digital image masters and video masters stored safely. You may purchase your negatives and video masters for a small fee. In any case, Beautiful Memories Studio retains the rights to the images and their use indefinitely.
11. We may at times use your likeness and/or image in our marketing schemes including our website, prints ads, Portfolio and/or magazines. We aim to be tasteful and professional with all images and portray you in the manner the images were taken. But we are not able to provide you with compensation for the use of your images or likeness for any marketing or sales material use. We will do our best to comply with wishes of our clients for their images and/or likeness not be published or displayed. In any case, we will not display to anyone other than our client their images if they are of a personal and/or private nature. We will not publish in any of our literature including our website the last names, physical address and/or contact information of our clients.
12. Beautiful Memories Studio values your business greatly and therefore all reasonable accommodations will be made for your comfort including change of locations, venues and perhaps even time for the same day.
13. As professionals, we will do everything in our power to accomplish all of our goals and deliver on your wishes. But because what we do is an art and that situations are constantly in motion during shoots, we cannot guarantee that a particular photo will be taken, or a special video event will be captured.
14. Beautiful Memories Studio is in the business of self-preservation, continued operation and profit. Therefore, it is in our interest to try our best to satisfy your needs and to take action to mitigate failures that can occur. To that end, Beautiful Memories Studio stands behind all its work with a guarantee that you will be satisfied. But we cannot accept liability for failures by us to deliver the product promised in an amount greater than the amount paid by the customer. Failures could be a result of a mistake, malfunctioning equipment, media, hard drives, film or film processors, etc. We will work with you to assure satisfaction by making all reasonable efforts to recover all that was lost but the maximum liability is refund of all monies paid by you. The decision of the solution solely rests with us.
15. We accept Cash, Checks & Credit Cards. Credit card payments will be processed on our website.
16. For customers paying with a credit card, ATM cards or other method of electronic payment, charge backs are prohibited. Initiating a charge back will result in cancellation of your contract and the end results will be the same as if you had cancelled the event within the 60-day time allocated in line 2 in Terms above. Further, all discounts, considerations, specials, etc will be removed automatically from the contract.
17. All local taxes will be collected and paid.
18. Terms and Conditions, Pricing, Offers and any discounts are subject to update and change without notice for new contracts. Please retain a copy for your records as it includes the version number.
19. All content photographed, videotaped, generated and/or designed belong to chief photographer / owner of Beautiful Memories Studio exclusively without limitations. We may allow others to have rights to use the content, but we will always maintain the ownership and usage control of the content in infinity.
20. Copyright notice regarding images; Images purchased or received on disk, digital media and/or internet are for your personal use only. Image files cannot be uploaded to other sites for printing if others can order reprints from there or can download high-resolution images. Image files cannot be given, transferred, shared to another person, entity or organization at any time. You may print or have the images printed for your own non-sale non-commercial use including gift giving but the prints cannot be sold. Images received as prints cannot be scanned and/or re-printed for any reason at any time.

