



TERMS AND CONDITIONS OF COMMISSIONING AND REPRODUCTION OF PICTURES FROM MOXY PHOTOGRAPHY

Basics

No edits or filters on top of the final Images or video.

License is for personal and professional use by the purchasing party ONLY (includes agency for real estate photos).

Moxy Photography retains all rights

Failure to pay (Including late penalties) will result in a loss of all rights and removal of all unauthorized images.

Last minute reschedules can result in charges

Health Precaution Addition:

If someone in the house is exhibiting symptoms of being unwell. We reserve the right to leave the job and reschedule for a later time, at the discretion of the photographer.

1. Terms and Definitions:

(a) picture includes a photograph, images, video, transparency, negative, digital scan, design, artwork, painting, montage drawing, engraving or any other item which may be offered for the purposes of reproduction;

(b) reproduction includes any form of publication or copying of the whole or part of any picture and whether or not altered by printing,

photography, slide projection (whether or not to an audience) xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means;

(c) the Photographer (otherwise known as Jayce & Madison Martin or Moxy Photography or Moxy) is the Author of the photograph or the Photographer.

(d) the Client is the person or organization to whom the invoice is addressed (whether or not the Client is acting for a third party);

(e) Moxy Photography administers the licensing of the works of the Photographers, Jayce & Madison Martin;

(f) These terms and conditions represent the entirety of the agreement between Moxy Photography and the Client. Any variation is only applicable when agreed in advance and in writing;

2. Copyright and Ownership of Materials:

(a) The entire copyright in the pictures is retained by the Photographer, Jayce & Madison Martin at all times throughout the world and is administered Moxy Photography;

(b) Title to all photographs remains the property of the Photographer;

(c) Images will be licensed for use for a specified period Unless Otherwise agreed upon in writing. When the License to Use has expired, the images should be returned to the Photographer and a written undertaking given that all digital files have been destroyed. The Client is expected to comply with this requirement within 30 days of expiration of the License to Use. The Photographer reserves the right to make an additional charge for continued use after this period;

(d) The Photographer, as administered by Moxy Photography, supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those pictures in a given context. No property or copyright in any pictures shall pass to the Client whether on its submission or on Moxy Photography's grant of reproduction rights in respect thereof;

(e) Moxy Photography asserts both it's moral right to be identified as the author of his work and the right to a credit

(f) Unless otherwise agreed in writing if any picture reproduced by the Client omits the copyright notice or credit line specified by Moxy Photography any fee payable by the Client shall be subject to an

increase specified by Moxy Photography, and in any event an increase of not less than 25%.

3. Use and Reproduction:

(a) The License to Use only comes into effect once full payment of the invoice has been made. No use may be made of the images until full and final payment – including any late payment charges that may have been levied – has been received. Moxy Photography reserves the right to make a charge of 50% of the original invoice (excluding expenses) when images are used before full payment has been received;

(b) Permission in writing may be granted for image use before payment, however this permission will be immediately revoked if payment of the invoice is not made by the timescale stated on the invoice;

(c) Reproduction rights (if and when granted) are strictly limited to the use and period of time specified on Moxy Photography's invoice. An agreement must be reached with Moxy Photography before the pictures are used for a different purpose or after the license to use has expired;

(d) Reproduction rights are not issued exclusively to the Client except when specified on the invoice;

(e) Reproduction rights granted are personal to the Client and may not be assigned, nor may any picture submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights;

(f) Any reproduction rights granted are by way of license and no partial or other assignment of copyright shall be implied;

(g) Moxy Photography reserves the right to refuse to supply or grant a reproduction license to a third party when requested to do so by the Client;

(h) In the case of printed publications, three copies of the relevant pages containing any picture supplied are to be furnished to Moxy Photography free of charge within two weeks. In other media, evidence of use must be made available if requested;

(i) On the Client's death or bankruptcy or (if the Client is a company) in the event of a Resolution, Petition or Order for winding up being made against it, or if a Receiver is appointed, Moxy Photography may at any time thereafter inspect any records, accounts and books relating to the reproduction of its pictures to ensure that the pictures

are being used only in accordance with the reproduction rights granted to the Client.

4. Definitions of Reproduction Rights:

The following terms are used when describing the reproduction rights granted by Moxy Photography and the Photographer to the Client:

- (a) Internal Use only: The right to use the pictures only within a company for non-commercial purposes; publication in a free in-house magazine not normally available to the public; exhibition within the Client's premises; editorial use in the Client's intranet site;
- (b) PR and Press distribution: The right to use the pictures as described in 4(a); plus a license for third parties to reproduce such pictures in print or electronic media in an editorial context where no fee has been paid to guarantee publication;
- (c) Specified Use Only: The right to use the pictures once only for the purpose as described on the invoice;
- (d) Editorial: One reproduction only of pictures supplied within one print edition of the specified title in an editorial context only.

5. Booking and Cancellation:

(a) The Client will be required to complete a Booking Form, on receipt of the booking form, Moxy Photography will send an email as confirmation. The booking will then be considered Confirmed.

(b) Once the Client has made a booking for a specific time and date and this date/time has been Confirmed, Moxy Photography will not accept any other work from other clients for those times and dates unless said work is to be undertaken by contracted photographers;

(c) As a result, once a booking is Confirmed, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule: (i) When a client cancels a confirmed booking within 10 business days of any confirmed date a fee of 30% of the booked time rate will be charged; (ii) When a client cancels photography within less than 10 business days of any confirmed date, a fee of 50% of the booked time rate will be charged; (iii) When a client cancels photography within less than 3 business days of any confirmed date, a fee of 75% of the booked time rate will be charged; Real estate

cancelation fees are as follow: (i) When a client cancels/reschedules a confirmed booking within 1 Hour of any confirmed date a fee of 15% of the booked time rate will be charged (iv) In addition to this cancellation fee, the client will be charged for any expenses already incurred by Moxy Photography including travel fees. (v) if upon arrival the client is not ready and must reschedule a 25% fee will be applied.

(d) If Moxy Photography – with the agreement of the client – cancels a shoot due to inclement weather/lighting conditions or any other reason beyond Moxy Photography's control and the client is unable or unwilling to arrange or agree a suitable new date within either a reasonable

and mutually agreed timescale OR 1 calendar month, then the client will be liable to pay 50% of the booked time rate plus any expenses already incurred by Moxy Photography.

7. Rejection:

(a) Moxy Photography will edit every take and deliver what it considers to be the best of every situation covered;

(b) Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing.

8. Liability and Indemnity:

(a) While Moxy Photography takes all reasonable care in the performance of this agreement generally, it shall not be liable for any loss or damage suffered by the Client or by any third party arising from use or reproduction of any picture or its caption;

(b) The Client agrees to indemnify Moxy Photography in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any picture supplied to the Client by Moxy Photography;

(c) It is the Client who must satisfy himself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that Moxy Photography gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trade marks, registered or copyright designs or works of art depicted in any picture. In the event that the picture is issued or reproduced by or with the authority of the Client then the Client shall

indemnify Moxy Photography against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

9. Applicable Law:

(a) This Agreement shall be subject to and constructed according to Texas Law and the parties agree to accept the exclusive direction of the Courts of Texas;

(b) No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.

(c) Email communication constitutes a contract in law, unless the Client specifically states they will not accept this and instead provides hardcopy paperwork of all relevant agreements and contracts.

10. Client Confidentiality:

The Photographer and Moxy Photography will keep confidential and will not disclose to any third parties or make use of information communicated to them in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer or Moxy Photography to carry out their obligations in relation to the commission.

Making Payment

Payment details will be provided on our invoice. We also accept payment by check and should be made payable to "Moxy Photography". Please note, when making payment by check, proof of postage is not considered proof of receipt, and clients are advised to send payment by any method affording proof of delivery.

Late fees

Payment is due upon delivery.

1 (calendar) week from the sending of the delivery email, Payment will be considered late and begin accruing weekly late fees consisting of 10% of the original payment due. After 6 weeks we will begin issuing copyright takedowns for non payment.

Repeated late payments may be subject to upfront payments before future shoots. At the discretion of Moxy Photography.