





## OTHER CONDITIONS

### 5. Exclusivity

The Photographer is the only photographer that the Client has retained to photograph the Event. Family and friends are allowed to photograph as long as it does not interfere with the time or space constraints of the Photographer. Other guests should refrain from photographing any poses or arrangements made by the Photographer until the Photographer has finished working with the Client.

### 6. Artistic license and restrictions

The Photographer does not work from a long list of requested photos or poses, and cannot guarantee that any certain photo request will be captured. The Client understands and agrees that the Photographer works primarily from a journalistic or documentary style, and any attempt to pre-arrange requested photographs will be at the discretion of the Photographer (who is usually cooperative!). The Client also understands that the Photographer is under many restrictions due to the location, the officiant/venue policies, lighting, weather, timing, et cetera that will affect the overall photographic coverage. Also, past performance is not a guarantee of future results.

### 7. Photographic images, custom designs, and products

The Photographer is not required to release every frame or image procured from the photographic coverage. The Client understands that the Photographer edits tightly for both quality and variety and will provide the best set of images from the coverage. The Client agrees to pay special attention to the various print sizes available for online purchase and to use the 'Print Preview' option to view the crop of the image. *Note: Prints ordered through my online store are guaranteed, and Brian works with clients if there are any necessary corrections. Prints ordered at your local one-hour vendor are not recommended and not guaranteed.*

Photos will be edited and available online within 30 days of the Event. Product delivery may take longer. The Photographer will deliver the album spreads first, if one is included in the package. The Client will select the spreads to be included, pay for spreads not included in their package, and approve the design before sending to print. The Client is allowed to make design changes to 2 spreads maximum. Taxes and other fees are included in album pricing, while shipping and handling is not (outside of 47905).

### 8. Copyright, reproduction and distribution

If the Client purchases or receives digital files from the Photographer, the legal copyright remains with the Photographer who created the images.

1. The Client is not allowed to sell, publish, or otherwise distribute without express consent of the Photographer. The Photographer highly recommends professional quality prints available at [store.brianpowell.info](http://store.brianpowell.info), where he hosts your photo indefinitely (your gallery is unlocked for 1 year from Event date).
2. The Client agrees to use the "web-sized" images provided by the Photographer when publishing, hosting, or sharing images on the internet. The Client may not publish images to the internet (via email, websites, blogs, etc.) that are larger than 1200 pixels in any dimension.
3. When sharing online in any way (websites, blogs, emails, etc.) the photos may NOT be edited, cropped, enhanced, framed, written across, decorated, photoshopped, or otherwise altered in any way.
4. The Photographer may use images from Event coverage for self-promotion via websites or print publication.

### 9. Amendments

This contract constitutes the agreement between all parties involved in its entirety. Any modification or addition to this contract must be in writing and signed by all parties involved. This contract is governed by laws in the State of Indiana and in the United States of America.

Page 2 signatures:      Bride \_\_\_\_\_      Date \_\_\_\_\_  
                                 Groom \_\_\_\_\_      Date \_\_\_\_\_  
                                 Other payer(s) \_\_\_\_\_      Date \_\_\_\_\_  
                                 Brian \_\_\_\_\_      Date \_\_\_\_\_