

TERMS OF SERVICE

PHOTO VIDEO DESIGN

THIS CONTRACT is entered into between Client and Foto Flix.

Foto Flix is granted full production and editorial control by the client regarding all aspects of editing and creating the production. In return, Foto Flix agrees to work with the client to create a Photo Video ("Video") that meets their specifications. Foto Flix agrees to make every provision possible to incorporate the client's suggestions and ideas into the Video. The client is to make all design and editorial suggestions prior to shipment. After the client has received the final Video, changes can be made free of charge only (1) if Foto Flix failed to meet the specifications given by the client prior to shipment, or (2) names, dates, quotes are incorrect according to the order form filled out by the client.

Every possible attempt is made to include every photo sent to us. However, Foto Flix does not undertake to guarantee any specific picture be included in the Video. Considering that certain photographs, depending on their quality and visual appearance, are impossible to scan and/or include in the presentation, Foto Flix reserves the right to eliminate photographs from the Video. Photos considered to be obscene or offensive will be deleted. We also reserve the right to crop, color correct, or retouch any photograph used in the presentation to increase visual appeal. Foto Flix is not responsible for photographs that appear to be slightly darker/lighter than the original prints, as specific colors may not appear to be the same on a television screen. All attempts will be made, however, to produce accurate representation of each photo.

The client is responsible for numbering each photograph for the purpose of specifying the order in which they are to appear. Foto Flix will make every attempt to place the photos in the exact order requested, but does not guarantee the exact order specified. Foto Flix assumes the right to alter the order requested by the client (the order may be slightly changed to increase visual appeal, to help the "flow" of the video, etc.) If no order is specified, Foto Flix will attempt to categorize the photos chronologically. In this case, Foto Flix is not responsible for photos that appear in the incorrect order.

Foto Flix agrees to make every attempt possible to verify all information given by the client in the order form. It is the ultimate responsibility of the client, however, to ensure that all information provided on the order form is correct prior to submission. In the event that the incorrect information is included in the Video as a result of incorrect information provided in the order form (e.g. misspelled name, incorrect date, wrong background choice, etc.), it is the financial responsibility of the client to purchase an additional copy with the correct information and/or return the incorrect Video to Foto Flix to be corrected and returned (standard shipping applies).

PAYMENT. A deposit of \$75.00 is due on any video over \$100.00. This deposit will hold the due date and price quote. Two-thirds of the remaining balance will be due

upon receipt of Client's Order Form and photos. Full payment is due upon receipt of Client's Order Form and photos on Videos less than \$100.00. The remaining balance will be due upon delivery of the Final Draft of the Video. These statements for payment are accepted by the Client unless otherwise written in the "Exceptions" clause located at the end of this Contract. Any changes to the Order Form must be submitted in writing by the Client. One draft Video will be supplied online for the Client to review. At this time, the Client will have the opportunity to make any minor changes such as spelling. Removing photos, title pages, changes in music selection, or anything that will change the music arrangement will be extra. Upon completion of any changes to the draft, the final Video will be delivered as stated in the terms of this Contract. This includes payment for extra copies, CD's, shipping, etc. Payment is non-refundable (see "Extenuating Circumstances" for exceptions). Dates are reserved only when payment is made by cash, check, credit card or money order. Any bank charges incurred due to returned checks will be charged to the client along with a \$50 insufficient funds fee. All personal checks must clear before the Video is delivered with no exceptions. With this in mind, clients must plan accordingly. All selections are final once client has turned in completed order form (this includes all photograph/music/package selections, etc.) unless otherwise agreed upon with a Foto Flix representative. All photographs and music selections will be returned to the client only after full payment has been received. Full payment must be received before Client materials are returned and before the final Video is delivered with no exceptions.

COPYRIGHT. The Copyright of all Video designs is retained by Foto Flix. Reproduction by video or any other means is prohibited. Original files remain the property of Foto Flix and may be used for advertising, display, or any other purpose seen appropriate. In return, Foto Flix agrees to use the same in good faith and in good taste.

All music used in our Videos is copyrighted material by which Foto Flix does not hold copyrights. By submitting an order form and agreeing to Foto Flix's terms of service, clients agree that they have purchased and possess their own original copy of all music used in their video. Under copyright law, customers may then display their Video for personal family and friends. Mass production or viewing of a Video is strictly prohibited without purchasing the additional copyright licensing per song used.

Regarding professional portraits: photographers hold all copyrights to their images, and must agree to their use in your Video. If your photographer has questions or concerns, they may contact us directly. We will be happy to make arrangements with the photographer and will include their company logo at the end of the Video if requested.

EXTENUATING CIRCUMSTANCES. The due performance of this agreement is subject to alteration or cancellation by Foto Flix owing to any cause beyond their control. Foto Flix takes the utmost care in respect to processing, designing, and transporting client's Video. Every care is taken in scanning, designing, and processing using professional materials. In the unlikely event of total technological failure, or any

extenuating circumstances that prevent **Foto Flix** from shipping the DVD on time, Foto Flix's liability shall be limited to a full refund of all money paid for the event package. Because we must rely on outside carriers to deliver packages, Foto Flix is not responsible for DVDs lost during shipment or videos that do not arrive on time due to mishandling by an outside carrier. In the event that a DVD does not arrive by the date promised by the outside carrier, a tracking number will be provided to the client to verify the package was sent on time. Foto Flix will also ship a new DVD to the client at no cost. Clients are urged to order their Videos at least 3 weeks in advance, to prevent last-minute shipping mishaps. In the event that a DVD is damaged during the shipping process, Foto Flix will ship a new DVD to the client (at no additional cost) upon the client's return of the damaged video.

SHIPPING & SCANNING. In the event that shipping is necessary, a shipping/packaging fee of \$19 (US residents) or \$25 (outside the US) will be added to the Video price. If overnight shipping is required as a result of late payment by the client or a last-minute order, an additional charge of \$6 will be added, bringing the shipping total to \$25 for US residents. Shipping insurance is recommended but is optional. Any insurance requested by the client will cost the client only the actual charge of insurance.

Clients may scan their own photos or request that Foto Flix scan them. Foto Flix is happy to scan all photographs for \$.50 (fifty cents) per photo. Digital photographs sent to Foto Flix on CD will not be returned to the client unless specifically requested and agreed upon with a Foto Flix representative.

Any other time consuming tasks, including but not limited to, photo sorting, music syncing, video editing, any changes to the Draft copy that may require music editing, will be charged at \$20 per hour.

CLIENT AGREEMENT. It is mutually agreed that the following terms form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by Foto Flix in writing.

EXCEPTIONS. There are none.

BY RECEIPT HEREIN, Client and Foto Flix agree to the terms of this Contract on this _____ day of _____, 200____.

FOTO FLIX

By _____
Donna Ditges, President

_____, Client
(Print Name)