



## Terms and Conditions Governing Uncompensated Photography Sessions by J&J Studios, LLC

**Please read the following Terms & Conditions (the “Terms”) carefully before booking an uncompensated photography session (a “Free Session”) with J&J Studios, LLC (the “Photographer”).** By booking a Free Session with Photographer, you indicate your unconditional acceptance of the following Terms on your own behalf and on behalf of any organization you represent (collectively, "you" or "your"). These Terms may change at any time at the sole discretion of the Photographer. If you do not agree to any portion of these Terms, you should not book a Free Session with Photographer. These Terms are intended to apply to any photography session in which you do not pay a fee directly to Photographer for photography services (e.g., a photography session won in a contest, raffle or auction (whether or not you paid to participate in such contest, raffle or auction), *pro bono* photography sessions, etc.) and the term “Free Session,” as used herein, is expressly intended to include, without limitation, such photography sessions.

**PLEASE READ THESE TERMS CAREFULLY.**

### **Scheduling a Free Session; Free Sessions Subject to Compensated Work**

You and Photographer shall mutually agree on a date for the Free Session to occur (the “Free Session Date”). No date is reserved by the Photographer until the Photographer confirms reservation of the Free Session Date in writing. You understand and agree that Photographer may solicit and commit to potential clients for compensated work for any date, including the Free Session Date. If Photographer books a client for compensated photography work on the Free Session Date, Photographer will promptly notify you that the Free Session Date is no longer available. Rescheduling a date for the Free Session is your responsibility and is subject to Photographer’s availability.

### **Cancellation**

If Photographer needs to cancel the Free Session, Photographer will endeavor to provide you with twenty-four (24) hours’ notice of the cancellation. If you need to cancel the Free Session, you agree to provide seven (7) days’ advance written notice of the cancellation to Photographer so that Photographer may attempt to schedule work on that date. Rescheduling a date for the Free Session is your responsibility and is subject to Photographer’s availability. Your failure to comply with the cancellation notice requirements

set forth in this paragraph may result in your forfeiture of the Free Session, at Photographer's sole and absolute discretion.

### **Photographer's Right to Withdraw**

Notwithstanding anything herein to the contrary, Photographer may at any time, and for any reason or no reason at all, withdraw from participation in a Free Session or inform you that Photographer does not intend to participate in an upcoming Free Session, with no obligation on Photographer's part to reschedule, or to work with you to reschedule, the Free Session. If Photographer withdraws from participation in a Free Session, you agree that the Free Session has been cancelled and you have no further right to receive a Free Session from Photographer.

### **Copyright Law**

All photographic and/or videographic materials, including but not limited to raw files, previews and final images shall be the exclusive property of the Photographer. The Photographer shall own the copyright in all images and videos created and shall have the exclusive right to make reproductions thereof, including but not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display within or on the Photographer's website, social media and/or studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining your written permission. It is understood that any duplication or alteration of original images is strictly prohibited without the written permission of the Photographer. The Photographer grants you printing rights only. You shall only use the digital files and any resulting prints in accordance with the permissions within these Terms. Your prints and videos are for personal use only and shall not be submitted into contests, reproduced for commercial use or authorize any reproductions by parties other than the Photographer. You may use images on personal social media outlets and shall not alter or edit the photographs in any fashion (this includes, without limitation, your agreement not to crop the image or remove any logos from the image). You agree to credit and/or tag Photographer by name and by reference to Photographer's website whenever you use Photographer's images on personal social media outlets or on the internet. If you require exclusive rights to any or all images, a fee will be assessed on a case by case basis and at the sole and absolute discretion of Photographer. By definition, an exclusive rights request means you elects to buyout Photographer's ownership of the images.

### **Model Release**

You grant Photographer and his/her legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the images/videos of you for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. You hereby release Photographer and his/her legal representatives, heirs and assigns from all liability and claims in connection with the images.

### **No Cash Value**

Your ability to book a Free Session, as well as the Free Session itself, has no intrinsic cash value and may only be applied to book a Free Session with Photographer. Free Sessions must be completed within 12 months.

### **Force Majeure**

Photographer shall not be liable hereunder for any failure or delay in the performance of its obligations if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, public health crisis (including declaration of a pandemic or epidemic by the World

Health Organization, declaration of a state of emergency due to widespread illness, or a mandatory or recommended quarantine by federal, state or local government or government agency) or other similar or different occurrences beyond the reasonable control of Photographer (each, a “Force Majeure Event”), for so long as such Force Majeure Event is in effect. Photographer shall use reasonable efforts to notify you of the occurrence of a Force Majeure Event within five business days of its occurrence.