

# Chris Adval Enterprises

(CA: Headshots) (Chris Adval Productions)

## Terms of Service

1. By engaging Chris Adval Enterprises (The Company) for any photography and/or, cinematography and/or design services, you as the client (The Client) accept these Terms of Service. These Terms of Service are subject to change without notice.

2. These Terms of Service are to be read in conjunction with any Model Release, Photography Agreement, or Commercial Agreement that has been entered into between The Client and The Company.

3. An 'Assignment' is defined as any photography and/or, cinematography and/or design service that The Client has engaged The Company to perform.

4. If you are under the age of eighteen (18) years, you must be accompanied by a parent/legal guardian during all consultations and during the assignment.

5. A 50% deposit is required to reserve your requested assignment date and also before pre-production work (if any) can start.

6. Prices displayed on our website or our printed material is subject to change without notice. Coupons, discounts, specials and sales may or may not have an expiration date mentioned on them. We will honor any advertised special in the last 60 days that does not mention an expiration date or does not mention 'Limited Time'.

7. Payment:

a) Payment may be made by cash, debit (with VISA/MASTERCARD logo on it) or major credit card. Checks must be made payable to 'Chris Adval Enterprises'. If paying by check, your booking can not be processed until your deposit has been cleared into our bank account.

b) The balance of your payment is required on the assignment date, otherwise your assignment will not entirely delivered until balance is paid in full. Please note, if paying the balance by check, you must allow sufficient time for all funds to be cleared into our bank account. Editing and other post production will not begin until the balance is paid in full.

c) For commercial assignments, please keep in mind the due date mentioned on your invoice. Due date is 30 calendar days from completed production. Grace period of 5 business days will be given for repeat clients, otherwise after the grace period has passed a 20% late fee will be applied and created on an additional invoice.

8. Cash refunds are not provided, however if you are not completely satisfied with your images, we will re-shoot your assignment at no extra charge. No refunds or exchanges/credit on travel or any other expenses already incurred such as prints

and products delivered.

9. Makeup and/or Hair Stylist services are not included in our standard packages, unless advertised. Makeup and/or Hair Stylist services can be provided at an additional cost.

10. Inclement Weather:

a) If weather conditions such as rain, snow, extreme winds, extreme cold or extreme heat are likely to cause damage to our electrical equipment, or adversely affect the health and wellbeing our staff, we reserve the right to halt, postpone or reschedule the assignment.

b) Rescheduled local assignments won't incur any further costs/expenses other than those already agreed to in the original booking.

c) Expenses associated with rescheduled on-location assignments will be negotiated between The Client and The Company, prior to the rescheduled assignment date.

d) If you cannot reschedule due to reasons of your own you may be entitled to a partial refund in the form of store credit.

11. Expenses:

a) Travel: All travel to on-location assignments as specified in the contract, will be charged at \$0.45 per mile for all miles travelled (round trip). On-location assignments within a radius of 15 miles of Hazleton, PA 18201 will not incur any travel expenses.

b) Provision of Meals: For on-location assignments lasting more than three (3) hours, The Client agrees to provide a light meal for all staff, including assistants, makeup artists, hair stylists, etc.

c) Lodging: For assignments located more than three (3) hours driving distance from Hazleton, PA 18201, The Client agrees to provide comfortable and secure lodgings or the cost of lodgings for all staff, including assistants, makeup artists, hair stylists, etc.

11. On-Location Setup Time: Depending on the size and nature of the on-location assignment, added resources including equipment and labor may be required. These resources and the time taken to set up for the assignment will be charged to The Client. An estimate of these additional charges will be included in our quote.

13. Non-Commercial Assignments Usage Rights:

a) You will receive personal usage rights for your images, but **NO** print rights (unless mentioned on packages). Personal usage rights allow you to use your images online for personal self-promotion, social media and email sharing.

b) Web Usage: All web optimized images will be supplied with The Company's watermark/logo and it is an infringement of our copyright for you to alter or remove our watermark/logo. You must not edit, manipulate, crop, or alter the

image in any way. You may crop with approval for areas required to crop.

c) Prints can be ordered through The Company and will be printed at a professional printing lab on high quality photo paper. All prints are supplied without The Company's watermark/logo and are only for personal use (company logo may be on the back of the prints).

d) Commercial usage must comply with their individual contract/bid.

14) Image Editing and Detailed Post Production: All images (proofs) will receive basic editing for color correction, contrast, exposure, tonal balance and cropping. For Non-Commercial services you would get full detailed editing for number of promised images mentioned on website/invoice. Further detailed post production and image manipulation is available which can vary in prices from \$80/hr to \$200/hr or part thereof.

15. Image Delivery Time:

a) After each assignment, we will endeavor to edit your images and have them ready for you in a timely manner. Depending on seasonality and workload, we aim to edit portrait sessions in (5) to (10) days depending the number of final images to be delivered, while events may take (1) to (2) weeks.

b) Prints and albums will take longer to prepare and deliver, depending on the number of spreads, style and design of your album.

16. Model Release:

a) Chris Adval Enterprises retains all rights to the images and reserves the right to display any images taken from your assignment on our website and other social media, for the purposes of but not limited to self-promotion and advertising.

b) If you do not wish your images to be used by Chris Adval Enterprises, please advise us any time before, during or right after your assignment.

c) Chris Adval Enterprises will not sell your images without your written consent.

17. By signing your invoice you, The Client, agree to these Terms of Service for engaging Chris Adval Enterprises.

18. Commercial Photoshoots - Day Rates

a) Day Rate includes the photographers technical and creative skills for the day only, unless otherwise mentioned or discussed.

b) A full day rate is 8 hours of production time. This includes setup, breakdown, and makeup/hair/other creative setup.

c) A half day rate is 4 hours of production time. This includes setup, breakdown, and makeup/hair/other creative setup.

