



Terms & Conditions for Property Shoots

- **50% deposit required & final payment within seven days of the shoot.**
- **Properties must be prepared for shooting based on the check list provided**
- **Cancellation less than seven days before the shoot will incur expenses plus loss of deposit**
- **Adam Johnston Photography (AJP) reserves the right to cancel the shoot if deposit payment has not been made five working days before the agreed date of the shoot.**
- **All images become shared property of Client and AJP**
- **Client will indemnify and defend Photographer against all claims**
- **Client assumes full risk of loss or damage**
- **Client may not assign or transfer this agreement or any rights granted under it.**
- **Travel expenses will be incurred outside of the Chamonix Valley.**

Definition

"Image(s)" means all visual representations furnished to Client by Photographer, whether captured, delivered, or stored in photographic, magnetic, optical, electronic, or any other media. Photographer may deliver, and Client agrees to accept, Images encoded in an industry-standard data format that Photographer may select, at a resolution that Photographer determines will be suitable to the subject matter of each Image and the reproduction technology and uses for which the Image is licensed. It is Client's responsibility to verify that the digital data (including colour profile, if provided) are suitable for reproduction of the expected quality and colour accuracy, and that all necessary steps are taken to ensure correct reproduction. If the data are not deemed suitable, Photographer's sole obligation will be to replace or repair the data, but in no event will Photographer be liable for poor reproduction quality, delays, or consequential damages. Unless otherwise specifically provided elsewhere in this document, Photographer has no obligation to retain or archive any of the Images after they have been delivered to Client. Client is responsible for sending an authorised representative to the assignment or for having an authorised representative review the images remotely during the assignment. If no review is made during the assignment, Client is obligated to accept Photographer's judgment as to the acceptability of the Images.

Payment

A 50% deposit is required to secure a booking on the agreed date of the assignment. Full and final payment is required seven days after the date agreed on the issued invoice.

Shoot days

Properties must be prepared for shooting based on the check-list provided by either the client or by Adam Johnson Photography's team subject to agreement with the client.

Cancellations: Cancellations more than five days from the agreed day of the shoot will receive a full refund of deposit. Cancellations made less than 5 days from the agreed shoot day will require payment of all expenses incurred up to the time of cancellation of the shoot, plus loss of the deposit. Subject to availability it may be possible to reschedule a shoot cancelled less than five days from the agreed date but can not be guaranteed.

In the case of property shoots where the photographer has a pre-agreement with the client to postpone on the grounds of bad weather, fees for cancellations are not required.

AJP reserves the right to cancel the shoot if deposit payment is not paid within five days before the agreed date of the shoot.



Reshoots

Client will be charged 100 percent fee and expenses for any reshoot required by Client. For any reshoot required because of any reason outside the control of the Client, specifically including but not limited to acts of God, nature, war, terrorism, civil disturbance or the fault of a third party, Photographer will charge no additional fee, but Client will bare responsibility for any costs incurred.

Rights & Photo Credit

All images become shared property of Client and AJP unless stated otherwise Images used in publications (On line or in print) must be credited with adamjohnstonphotography.com or @adamjohnstonphotography (instagram). The client must obtain written permission from AJP prior to publishing or selling images for purposes other than those agreed. (In practise the process of selling images on to a third party will be split evenly between the CLIENT and AJP)

Indemnification

Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of any Images or arising out of use of or relating to any materials furnished by Client. Unless delivered to Client by Photographer, no model or property release exists, and it is Client's responsibility to obtain the necessary permissions for usages that require any model or property releases not delivered by Photographer. It is Client's sole responsibility to determine whether any model or property releases delivered by Photographer are suitable for Client's purposes. Photographer's liability for all claims shall not exceed in any event the total amount paid under this invoice.

Assumption of Risk

Client assumes full risk of loss or damage to/ or arising from materials furnished by Client and warrants that said materials are adequately insured against such loss, damage, or liability.

Transfer and Assignment

Client may not assign or transfer this agreement or any rights granted under it. This agreement binds Client and inures to the benefit of Photographer, as well as their respective principals, employees, agents, and affiliates, heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. However, the invoice may reflect, and Client is bound by, Client's oral authorisations for additional Images, fees and expenses that could not be confirmed in writing because of insufficient time or other practical considerations. Photographer is an independent contractor and not an employee.

Travel

Local travel (no more than 20kms from Chamonix, France) included in the fee.

Travel outside 20kms from Chamonix will incur a €30 per hour travel fee plus fuel/toll costs. Receipts will be provided.

There will be a minimum fee of €550 for all shoots outside of the Chamonix valley.