

# CONTRACT

1. Payment - The pricing is set forth upon booking of the Client; however, ASF&D reserves the right to update pricing and approve with Client after executing the service if the service warrants more than what was initially expected at the time of booking. Full payment is due no later than product delivery. Wedding and Birth sessions require 50% of the price paid upon booking.
2. Creative Personnel - While ASF&D will use its best efforts to provide the creative personnel requested by the Client, ASF&D reserves the right to assign any competent professional to provide the services requested.
3. ASF&D Copyrights - ASF&D reserves all copyrights to the products produced and therefore reserves the right to use any portion thereof for advertising, internet promotion, publication, and any other commercial purposes; however, ASF&D will use its best judgment to ensure privacy is also respected. Please let ASF&D know upon booking if there is a concern.
4. Force majeure - If 1.) ASF&D is unable to perform its obligations or 2.) the materials are damaged in the process, then ASF&D shall return all amounts paid by the Client and shall have no further liability.
5. Liability - ASF&D shall not be liable for any damages in excess of the amounts paid by the Client.
6. Delivery by ASF&D - ASF&D will use its best efforts to deliver the finished products in a timely manner, not to exceed 8 weeks (typically no more than 4 weeks).
7. Material copyrights - The Client hereby warrants that the material presented to ASF&D is not protected by copyright owned by another, or if that material is protected, the Client has obtained written permission from the copyright owner that allows ASF&D to use and make copies of such. The Client will hold ASF&D harmless for any penalties that might arise by reason of copyright infringement related to this product.
8. Entire Agreement - This contract supersedes all oral negotiations or prior writings with respect to this matter.
9. Amendments - No terms of this contract may be modified or waived except with the written consent of both parties.

