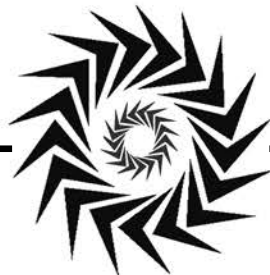


# Fullerton Photography LLC

## Terms & Conditions

© Doug Fullerton  
March, 2019



# Fullerton Photography Terms and Conditions

## Table of Contents

Page 1 • Title

Page 2 • Table of Contents

Pages 3-6 • Introduction  
and Basic Offerings

Pages 7-11 • Advanced Offerings

Pages 12-18 • General FAQ

Pages 19-25 • Printing, Pricing,  
and Albums FAQ

Pages 26-33 • Legals, Contract  
Release, & Refunds



# Fullerton Photography Terms and Conditions

Thank you for allowing me to serve you as your Photographer of choice! In this PDF packet, website page, or contract print, the "Customer" (herein after referred to as "Customer" or "Client"), may better understand the services provided and expressed of Fullerton Photography LLC (herein after referred to as "Photographer", or "Fullerton Photography", (ie. "The Photographer's Business"). It is my desire to keep these agreement pages as brief and concise as possible without the worry of discrepancy, dishonor, or with any intent to not inform the Customer as to the best of the Photographer's ability. By agreeing to and signing one of the Package or Freelance Forms, you hereby authorize the Photographer to render all services to the Customer as described in both the respective Package Form as well as these Terms and Conditions Pages to the best of his ability on the date or dates agreed upon by both parties at the signing of the Package Form(s) and Contract.

- Nomenclature

This section will briefly describe the terms, figures, and other numerated data that is described through the website, printed literature, forms, and packages. I have attempted to be as thorough as possible but if in doubt, please ask me if clarification is required for better understanding.

- "Great Photos - 100% Satisfaction"

Simply put, I only offer the best of what I practice and will perform to the best of my ability under all circumstances. The Customer is wanting nothing short of excellent results and service with a personal touch and I intend to make each Customer pleased with the choosing of their Photographer! If it's important to you, it's important to me.

- "Included DVD / USB(s) of Photos"

This describes the offering of additional copies of the Optical or Digital Disc / Disk Media for the Customer. On the media will be any (cont).



# Fullerton Photography Terms and Conditions

- "Included DVD / USB(s) of Photos" (cont).

corrected proofs / images, as well as any video, compilations, or other Customer Data from their Wedding or Event Day. File formats will be JPEG (being set to the highest quality settings in post production software). This option is given as a standard for all package levels for ease of the Customer's ability to select a quality print source of their choosing. As of mid-2015, alternative ways to present the Customer with their Wedding Media such as via Download Service (Dropbox etc.) may compliment the physical media upon request. Downloadable links are valid for six (6) months.

- "High Quality Digital Negatives"

This aspect is related to the above-mentioned retainment of photo quality. Every attempt will be made to where refinements of photos in post production (if any) are to be kept to a minimum so as to be printable if the Customer so chooses. In that same aspect, the photo files on DVD / USB will not be purposely reduced in size or severely compressed - the Customer will receive full-size / full-resolution photos without watermarks or other detrimental quality issues unless the photo exposed with such qualities was created (ie. if the photo taken was blurry, it's blurry and I personally feel it is not correct to radically improve it via software).

\*Image Rotations / Cropping if necessary will reduce final output resolution.

- "Online Gallery Hosting"

This aspect explains in short that with the purchase of any package, online display of your Gallery of photos is included for viewing. The Online Hosting is provided by either a third party photography resource such as but not limited to Flickr, SmugMug, or other various photo-hosting-centric websites or the Photographer's Web Hosting Provider. The photo viewing method of choice is retained by the Photographer. (cont).



# Fullerton Photography Terms and Conditions

- "Online Gallery Hosting" (cont).

In addition, all albums will be Password Protected by the Photographer for the safety and privacy of each Customer. This will be performed by only informing each respective Customer and their Party or Group of the necessary information. If the Customer has purchased Photoshop Corrections or it is listed in their Package Form, they will be placed in the main album and denoted with a "c" or "cc" filename extension appended to the photo file number. Photo files that are uploaded to the Customer's Gallery, provided to the Customer via disc, drive, or direct, and displayed in the Gallery or other photo-sharing website of choice will retain their full rights to be used by the Photographer in any and all present or future promotions, literature, digital, film, light-transmitting, chemical, mechanical, or other forms of communication either previously developed, presently available, or designed in the future for the Photographer's usage listed above for business, commercial, or personal use.

- "Redundant Backups of Your Event"

This aspect relates to the redundancy of the Customer's photos, video, files, (ie. "Digital Data") that was created with any Computer or Computer-Aided Hardware, Software, System, Camera, Device, or Technology. The Photographer has no obligation to store and retain the Customer's Event Data for a period of more than six (6) months, however, he will generally be able to archive data for a much longer period of time. The Customer's Data will be redundantly backed up to prevent entire loss of the Data utilizing one (and more often than not, more than one) solution of both on and off-site data storage. Generally speaking, the Customer's Data will be kept on two (2) Hard Disk Drives independently configured (eg. Non-RAID) for archival data storage, as well as online-redundant storage. This is in addition to the selected number of copies made for the Customer according to their Package Form (cont).



# Fullerton Photography Terms and Conditions

- "Redundant Backups of Your Event" (cont).

Furthermore, the Online viewing of the Customer's Gallery Data and Proofing is a third defense measure to ensure protection and retrieval of Customer's Data. Additional data retention methods may be made upon request. Long-Term data storage is to be done via the Photographer's Website Hosting Provider or an independent third party Data Storage Service (ie. Professional Data Center), it is important to ensure long-term accessibility for the Customer's Data. Additional data solutions suggested by the Customer will be considered.

- "Basic or Advanced Photoshop Corrections:

This aspect denotes an unrestricted use of post-production tools and Computer Software such as Adobe® Photoshop™ to digitally enhance, correct, and render of better final quality, the Customer's Photos. I personally feel that though a good workflow and post production is important to create pleasing results, the shot should be taken as close to intended result when created and not created with an obvious air. Though I will do processes such as Level Adjustment, Curve Toning, Basic Lighting and Temperature Changes, Contrast, Saturation, Black-and-White Toning, Sepia Toning, Cropping, and Straightening, I do not feel that Photoshop is best used to create an entirely new photo instead of enhancing the natural beauty of what was generated on exposure. As such, I do not do large-scale and or time-consuming refinements such facial restructuring, weight reduction, skin or surface adjustments, or major frame / scene reconstruction. It is one thing to remove a blemish or pimple, or say, remove stray hairs but to engage in photo changes that inherently and without uncertainty change the look of the image to something false or non-existent, is something I do not engage in as a service to my Customers. Of course, the Customer is more than free to perform such advanced "Photoshopping" on their own once having obtained their copy of files from the Photographer. This also does not mean that the Photographer is unwilling to edit where necessary (cont).



# Fullerton Photography Terms and Conditions

- "Basic or Advanced Photoshop Corrections (cont)

Please speak with Doug to determine the retouching particulars of your Event and he will be more than happy to evaluate the request.

- Advanced Nomenclature

Now that the basics are out of the way, I will cover some of the more advanced Services and Offerings by the Photographer for the Customer.

- "Wedding Gift Included"

This is denoted as a Service offered by the Photographer regardless of Gem Package Level or Customization. It generally entails one (1) courteous accolades of congratulations toward the Newlyweds on their wedding day or to any Customer who chooses a Gem Package Form. This Gift from the Photographer is customized according to event style of the Customer and shall not exceed \$75.00. Instructions shall be given to the Customer upon gifting to ensure enjoyment of this Service by the Photographer.

- "Engagement Session(s) Included (with paid deposit)"

This offering denotes the standard practice of allowing the Photographer and Customer to get to know each other and take photos in a private setting unhindered by the time constraints of a modern wedding day. There is such little question of the untold value received from having the Photographer learn how to work with the Customer and vice versa that practically every photographer now offers Engagement Sessions in their packages. Though I am willing to travel up to an hour from the Milford / Wixom, Michigan area, it is very strongly encouraged for the Customer to inform the Photographer of this as early as possible due to logistics concerns. There is no charge for distance traveled if within range and although Customers may only have one (1) Engagement Session planned, (cont)



# Fullerton Photography Terms and Conditions

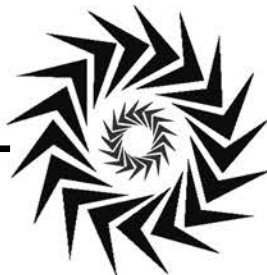
- "Engagement Session(s) Included (with paid deposit)" (cont).

the Customer is more than free to have more than one (1) session so as better benefit both parties. Locations are unlimited although they must fall into the one-hour radius of Milford / Wixom, Michigan. Distances further away can be arranged for additional fees or assisting with such items as Photographer's hotel and travel expenses.

- "Up to X Hours / X Photos"

Regardless of Package Form, there should be no fear of having a Photographer or Customer worry about how many photos are being billed or "bought". I most certainly only book one (1) wedding per day and generally, one (1) or two (2) weddings per weekend to ensure that I can be performing to the quality level expected of me by the Customer. The amounts given are not fixed in stone and ideally will be higher than the Package Form rated amount - simply because every Wedding Day is unique and a firm amount of photos is challenging to predict. This way as well, there is a redundant amount of photos for the Customer to pick from when Proofing, amongst other more obvious benefits such as proper timing, face angles, etc. This compares to a more "minimum" approach of rather that I will shoot for a particular exposure quota and suddenly walk out on a client during their day, which is never done. Should the Client desire other photos that I have not captured henceforth on their day when I reach the time of Contract duration, I always make a concerted effort to let the Client know of this, and to help them capture any remaining desired photos before conclusion of Service.

It is challenging to orchestrate an entire schedule smoothly during a Wedding Day and things run late, people forget, or schedules change. This is why I always work to ensure I am capturing all the photos that the Client desires. As always, please do not hesitate to let Doug know of a particular photo or idea you have and he will work to see it happen.





# Fullerton Photography Terms and Conditions

- "Customized Service"

Although this is what someone may call the entire Package, I still feel that there is no harm in going the extra mile to ensure the Customer has an enjoyable and satisfactory impression of the Photographer's services. If there is an especially memorable moment or event that the Photographer may be able to assist with in capturing outside of the main wedding, show, event, etc., please consult with me to arrange the details. Regardless of Customer however, I only apply one (1) cookie-cutter approach - that being to provide the BEST service I can!

- "Post Wedding Video Slideshow / Documentary Coverage"

These offerings on higher Packages entail post-wedding or post-event processing of the photos and/or video into multimedia presentations such as a photo-slideshow or video documentary. It is of particular note that the Photographer offers this as an aside and is not entitling himself as a Videographer due to being the Sole Proprietor of the Photographer's Business and the simple inability to be in more than one location simultaneously. Every effort however will be given to record High Definition 1080p video at a resolution of 1920x1080 pixels at 60 Frames Per Second to be compiled into a video slideshow / documentary accompanied with music of the Customer's choosing. The Photographer by no means intends this aspect of a Package Form to detour him from the process and art of capturing digital still photos; rather it is an "extra" that will (if footage permits) be given care likewise to the same level as the still photography. Post-processing will be performed using various Computer Software programs capable of processing, encoding, decoding, and compiling video streams into an output file(s) of the Photographer's choosing such as Adobe® Premiere Pro™ or Final Cut™. Standard formats include Quicktime, MPEG4 (mpeg4 / mp4), H.264, H.265, and DVD-formats.



# Fullerton Photography Terms and Conditions

- "Post Wedding Video Slideshow / Documentary Coverage" (cont).

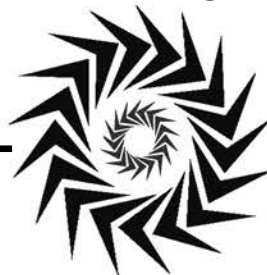
As of February 2019, it is the intent of the Photographer to handle the assembling of video footage into a finished presentation, however an entirely customized DVD needs additional processing time. The Photographer retains all rights after video release to the Customer to showcase the video and/or slideshow and subject either format to the same legal, promotional, and usage rules as listed herein for the Customer's Photos. Multiple copies of discs / disks will be created on reputable brand (Sony or other) writable optical media or distributed digitally. The first or final frames of video or slideshow production will contain a brief display of the Photographer's Name, Business, Date, and other statistical data. The backup redundancy policy stated for the Photographer's work also applies to any slideshow or video ensembles created for the Customer and will be archived and distributed to the same policies as the Customer's Photos.

- "Archival-Grade DVDs Included".

As of December 2011, we welcome clients to archive their wedding and event photos with us! For an additional charge unless mentioned, we will carve your data permanently into Millenniata's inorganic M-Discs. Due to their unique non-degradable nature, the discs' rated lifespan is approximately 1,000 years. The stability has been proven by a 70 page technical research paper produced by the United States Naval Air Warfare Weapons Division of China Lake, CA. For more information, please visit Millenniata directly.

- "Second Shooter (assistant) Included"

We understand the value of ensuring that all important photos and poses are captured during your important day. That is why Fullerton Photography includes a second photographer (assistant) in all packages (unless noted) at no additional charge to the client.



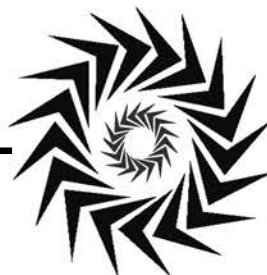
# Fullerton Photography Terms and Conditions

- Gallery Completion Time / Proofing Time:

Fullerton Photography understands that newlyweds anxiously await their photos once a wedding day or engagement session is completed! Please note that Fullerton Photography wishes to make sure every photo is to your liking and prefers to manually edit every photo by hand. Please allow an estimated 4-8 weeks for the Client's final gallery to be hosted online for viewing and print purchase from the date of the wedding. While Fullerton Photography strongly makes efforts to achieve this timeframe, it may become extended beyond 4-8 weeks if the Photographer has backlog in any given month.

Most Engagement Sessions are completed within 1-2 weeks of shooting date.

If you have questions about when your gallery is ready for viewing, please do not hesitate to contact Fullerton Photography any time.



# Fullerton Photography FAQ

Got FAQ (Frequently Asked Questions)? Well, we have FAA (Frequently Answered Answers) for you! Read on and be amazed, or maybe, just have some questions answered.

## •Q1 - How long have you been shooting and what types of cameras?

A1 - I started shooting as the "family photographer" as soon as I was finished with high school and have gotten more involved with events and jobs as the time progressed. I started off with a simple Vivitar 35mm point-and-shoot, then obtained my first real digital camera - a 2.0MP Canon S10 back around 2002. I upgraded to a Canon S1 IS "bridge" camera in 2003. I then obtained a Canon 10D DSLR in mid 2006, a Canon 5D Mark II in 2009, and a Canon 5D Mark IV in 2016. I may not have 35 years' experience, but I have steadily learned and adopted with new techniques, environments, and equipment with the time I've been shooting. In late 2016, the 5D Mark II was finally retired and the body and lens upgraded to a Canon 5D Mark IV and EF 24-105 F4 L IS USM II, respectively, along with accompanying accessories. I also utilized a Canon 1DX Mark II in late 2018 for a destination wedding for photography and 4K60 video needs.

## •Q2 - Lenses?

A2 - With changes in gear come changes in lenses. Obviously with smaller cameras, you generally shoot with the lens you get but with the 10D and beyond, I've had the opportunity to shoot with several lenses with stunning results. I currently own a Canon 50mm F/1.4 USM, Canon 24-105mm F/4L IS USM II, a Canon 70-200 F/2.8 L IS USM II +2x Extender, two PocketWizard FlexTT5s, and a PocketWizard MiniTT1. I also have shot with a Canon 16-35 F/2.8 L USM, Canon 8-15mm F/4 Fisheye, Canon 15mm Fisheye Prime, and other lenses. Other accessories include Canon BG-E16 / G6 Battery Grips, 4 batteries, two Canon 430EX II Flashes with Gary Fong diffuser, a Sunpak 55mm polarizer, two Hoya 77mm UV Filters, 320 GB of CF memory, and 192 GB of SD memory.



# Fullerton Photography FAQ

- Q3 - What kinds of Photography should I expect at my event?

A3 - I feel that it is very important to capture the moments people will remember - without being right in their faces all the time. As such I will use a mixture of lenses to obtain the best possible shots whether on my own or if suggested by the Decision Makers of your event (like parents or assistants). Though traditional portrait and group / family / symmetrical photos will be taken, I utilize a mix of "candid" or freelance shooting to capture the atmosphere of your event as well. Artistic photos are oftentimes very cool, but not when you're rushed or don't have the time! These may be taken sparingly or moreso attempted during the engagement or at other times rather than when you're going down the aisle.

- Q4 - How does your payment system work?

A4 - Here at Fullerton Photography, my focus is doing the best job I can for my clients' events. Upon final consultation and arrangements, I request 33% down payment of your package price in the form of cash, check, money order, or by credit / debit card. Another 33% is due the day of your event. The remaining balance is due after two weeks of the events' occurrence. If you have your wedding on August 1st, I would need the final payment no later than the 15th of the month. If you know payment will be a concern, please speak with me and I'm sure we can arrange a schedule. Failure to pay within two weeks gives the Photographer right to withhold all media / data from the Customer until payment is made in full. The payment rate for any Freelance Contract or Ala-Carte Contract is comprised of 50% deposit and 50% balance with the balance due on the day of your event.

- Q5 - What happens if you're sick and can't make it to my event?

A5 - It is regrettable that this should ever happen. Aside from taking good care of himself, the Photographer should never have this happen.



# Fullerton Photography FAQ

- Q5 - What happens if you're sick and can't make it to my event (cont)?

A5 - I will make every effort however, to make sure that I do not miss your event! For full binding Refund Terms, please review Page #33 of the Contract.

- Q6 - What happens if the Photographer's Equipment is damaged at my event?

A6 - On the rare chance of something getting broken, the Photographer, like any business, has insurance for protection; thus making this a non-issue.

- Q7 - Oh No! My long-lost Sisters' Cousins', Fourth Uncles' Twice-Removed Third Sister-In-Law's Poodle named "Fu Fu" died! I'm going to have to cancel my event! Are there any fees?

A7 - Likewise, this hopefully shouldn't happen too much! First, take a break, sit down, breathe deeply, and believe that everything will be ok. If an event is for some reason, impossible to reschedule or permanently cancelled, all deposit monies will be refunded as per the Refund Policy timeframe on Page 30. If your event just needs to be rescheduled (within a month or so), I will try (but can not guarantee) that I can attend the latter date. With that being said, the Photographer's Time is valuable and if an event is postponed, not only does that mess up your day but also makes me prepare for nothing. To be fair to both parties, a fee of 1 hours' rate will be assessed to the Client from their Package of choice. An example of this is a Client books the Photographer for a \$1,500 Package and then reschedules the wedding date significantly in advance where the Photographer is at risk of original date loss, the Client will be assessed an extra charge of \$150.00. Failure to pay this fee within one (1) month (cont)



# Fullerton Photography FAQ

- Q7 - Oh No! My long-lost Sisters' Cousins', Fourth Uncles' Twice-Removed Third Sister-In-Law's Poodle named "Fu Fu" died! I'm going to have to cancel my event! Are there late fees (cont)?

A7 - of the originally scheduled event's date will be dealt with in a courteous but concise approach by the Photographer from telephone calls and emails to legal action if necessary. Don't worry though. This will rarely occur and should it happen, please consult with me at earliest convenience if you feel this will be a concern.

- Q8 - My event is longer or shorter than anticipated - whether discovered through pre-planning or at the event itself. Do I get a credit, refund, or does the price change?

A8 - A good question - not everyone can plan their event perfectly the first time and the Photographer is understanding of that. If your event comes radically (several hours) below the specified time of your package rate, please consult with me for a reduced price. If cash is provided, I can work out a revised payment at or immediately after your event.

If your event likewise goes longer than anticipated, that is easy to understand with the excitement of The Day! To be both courteous and understanding of this fact while still being paid for my time is, I think, an understandable observation. The rate of \$150/hr. applies for every hour beyond the Customer's package form timeframe, evaluated every 15-30 minutes. I will still do my best to communicate to a Client when they are approaching their Package time limit and do my best to ensure that everything desired has been covered to satisfaction and even then, only bill additionally if absolutely necessary.

- Q9 - Your prices are too high! Can I get a lower price?

A9 - Although I would love to say yes, the Photographer likewise has bills and expenses just as the Customer does. I have attempted to be very fair (cont)



# Fullerton Photography FAQ

- Q9 - Your prices are too high! Can I get a lower price (cont)?

in my pricing packages compared to other studios and photography businesses and, depending on package, a decent amount lower than what other photographers charge. If however, there are several features in an extended package form that you do not wish for me to include (you want a trimmed or more basic package), please consult with me to indicate your needs and I will evaluate a potential price reduction. The Photographer is not Obligated however, to charge less simply because he is asked. A common request is to waive the Engagement Session in lieu of additional hours or reduced rates. Please consult with Doug and he will determine prices on a case-by-case basis. That being said, we are proud of the Service and Honor our Armed Forces members have performed during duty and as such, offer a Military discount of 10%.

- Q10 - Refunds?

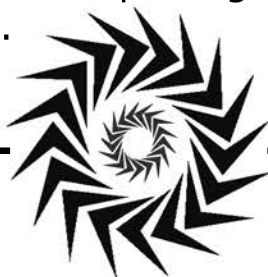
A10 - If it is necessary to request a refund, please review the policies on the last page (Page 33) of the Contract.

- Q11 - Credit or Debit?

A11 - If the client wishes to pay any package, freelance photography, or prints with a credit or debit card, this can now be facilitated via the SquareUp interface in person or over the phone. Please call Fullerton Photography for details.

- Q12 - I understand Fullerton Photography is technically a single-person business. Do you offer any type of assistant or second photographer for your weddings / events?

A12 - We understand the value of ensuring that all important photos and poses are captured during your important day. That is why Fullerton Photography includes a second photographer (assistant) in all packages at no charge to the client.





# Fullerton Photography FAQ

## •Q13 - Bitcoin?

A13 - Yes, we use coins and are proud to be one of the first photography studios to do so! Please review our specific literature online or contact us should you have any questions.

## •Q14 - What about those Archival Discs?

A14 - As of December 2011, we welcome clients to archive their wedding and event photos with us! For an additional charge unless mentioned, we will carve your data permanently into Millenniata's inorganic M-Discs. Due to their unique non-degradable nature, the discs' rated lifespan is approximately 1,000 years. The stability has been proven by a 70 page technical research paper produced by the United States Naval Air Warfare Weapons Division of China Lake, CA. For more information, please visit Millenniata directly.

Our decision to not use the standard Gold Discs was made in part due to understanding that the dye layer even in archival gold discs will degrade over time. Since M-Discs do not utilize a dye layer, they resist natural change much better than any other disc technology. The discs can still be physically destroyed of course, but should hold up to flame if stored in a safe-keeping fire-resistant container for short periods of time.

## •Q15 - Gallery Completion Time?

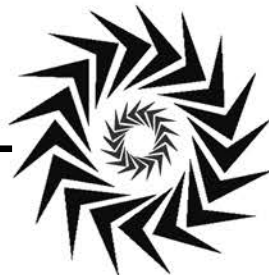
A15 - Fullerton Photography understands that newlyweds anxiously await their photos once a wedding day or engagement session is completed! Please note that Fullerton Photography wishes to make sure every photo is to your liking and prefers to manually edit every photo by hand. Please allow an estimated 4-8 weeks for the Client's final gallery to be hosted online for viewing and print purchase from the date of the wedding (cont)



# Fullerton Photography FAQ

- Q15 - Gallery Completion Time? (cont)

A15 - While Fullerton Photography strongly makes efforts to achieve this timeframe, it may become extended beyond 4-8 weeks if the Photographer has backlog in any given month. Most Engagement Sessions are completed within 1-2 weeks of shooting date. If you have questions about when your gallery is ready for viewing, please do not hesitate to contact Fullerton Photography any time.



# Fullerton Photography Printing FAQ

- P1 - Ok, let's look at your printing. What do you offer?

A1 - Thank you for taking a look at Fullerton Photography's Printing Service! We offer the following, depending on your package:

- A dollar amount of "Printing Credit" for use in purchasing prints, books, or any extras we offer.
  - The ability to purchase additional prints, books, etc. above and beyond any listed package price. Once your photos are available for online proofing, simply let me know what prints and keepsakes you would like for each image number and I will be able to handle processing it for you.
  - The choices of Hand-Made or Professional Photo Display Albums.
  - Standard and Custom-Printing sizes with various paper finishes.
  - Extras like calendars, artwork, puzzles, and more that showcase your wonderful photos in a variety of ways!
- P2 - Wow, that's great! So who do you partner with for all this awesome stuff?

A2 - Though it'd be really cool if I said I made all this from scratch in the depths of my parents' basement, that is not the case! The Photographer is concerned with quality and as such, has partnered with SmugMug, EZ Prints, and other vendors to ensure a wide variety of physical items such as wall calendars, coffee mugs, metallic print displays and more. Please inquire with Doug if you have a special request and he will be able to share details, capability, and more.



# Fullerton Photography Printing FAQ

- P3 - That's a lot of things you can do! Are the additional fees expensive?

A3 - I understand what you mean - the middleman process. The good news is that I only ask fair retail markup value onto the pricing of things like prints. I may not always beat the prices of big-box stores like Wal-Mart, but I also do not allow my print quality to suffer compared to the aforementioned stores. If you are truly wishing for a budget-conscious solution, then please select my **Ruby Package** or choose to develop prints yourself. The services I utilize have been selected for the amount of sheer customization options and focus on quality. I will not stop you if you want to go elsewhere but the results are less predictable. In reality, I will only be making little income compared to the greater benefit of being able to offer this "all-in-one" solution for my customers.

- P4 - That sounds fair. So can we see the details of each option?

A4 - Sure! Please see the tables included in this document.

- P5 - I don't see a particular option I like personally, can I make my own instead?

A5 - Of course you can make your own albums or choose someplace or someone completely unrelated to the Photographer. I want my Customers to be happy and if that means utilizing another service for post production needs, that is fine as long as the Photographer's pricing and contract are fulfilled by both parties for all other services.

- P6 - Do I have to use my Print Credit?

A6 - No of course not. I don't see why you wouldn't, though! Package Credits are valid for 3 months after the wedding is delivered to the Client. Once expired, Credits will not be restored. The Photographer will provide the Client with a checkout coupon code upon gallery delivery via email.



# Fullerton Photography Printing FAQ

- P7 - Is anything refundable?

A7 - While I do greatly understand this frustration, I am unable to refund any monies spent on physical time billed from photography services performed, printing, albums, or other extras as most of the time I must abide by vendors' Terms of Sale. If there is a discrepancy however, please inform me as promptly as you can and I will do my best to take care of the concern in a kind and courteous manner. Unused printing credit is forfeited once expired. Package deposits or refunds adhere to the Page #33 Refund Agreement.

- P8 - Ok onto Prints! How does that work?

A8 - Simple. Once your proofs have been uploaded to Smugmug, the Photographer will contact you to let you know of this. Feel free to enjoy yourselves while going through the photos of your event!

**\*\*It is important to note the following steps for printing!\*\***

1. The Photographer will contact the Customer once the proofs from your event are ready.
2. Enjoy going through the photos but be sure to note which file numbers or image numbers you wish for the Photographer to have printed and calibrated. The Photographer will also perform any additional Photoshop (retouching) adjustments as per the pricing package throughout the entirety of the photo gallery as well as attend to any other specific requests by the client.
3. The Customer decides on the quantity and type of photos. The Photographer's Service will then print all final photos and deliver them to the Photographer or Customer. Physical delivery of prints to the Client if necessary is to be paid for upon delivery via typical payment methods.



# Fullerton Photography Printing FAQ

•P9 - That sounds complicated! Is there an easier way?

A9 - Yes. Fullerton Photography is pleased to announce an overhaul of our printing system. Customers may now login to their wedding or event galleries and purchase / crop photos directly! As a note, print orders, unless specifically bypassed on our end, will still ship to Fullerton Photography first. This way we can make sure your prints are turning out wonderfully rather than having the customer deal with a customer service issue.

**\*\*As a reminder, please note that the gallery photos WILL show their "dfullerton" watermark online, and also when checking out in your cart. When the order processes through the printer however, there WILL NOT be a watermark and it will be removed during print production.\*\***

•P10 - So wait...I'm paying for my package price and then prints on top of that? It's expensive!

A10 - Though other studios may include a very high price to ensure that they sell a particular number or type of prints by default with their packages, I am not going to tell the Customer what they like or want! By optionally including prints, it saves me a lot of guesswork for your package and besides, you may very well want 50 8x10's of your wedding day. How can I guess that beforehand? If you want a lower price, simply opt for few or no prints to be made - the prices are very reasonable though.

•P11 - Do I have to pay in full upon delivery of the prints to me?

A11 - Yes. I accept cash, check, money order, or credit / debit. Also, the Photographer will release all optical / digital media copies to the Customer upon gallery retouching completion including the corrected and adjusted photos. Further details may be found in the "DVD / USB" section of the document.



# Fullerton Photography Print Pricing

(2019) Pg. 1



## Lustre

(A nice balance between the reflective finish of Glossy and bold finish of Matte. Easily the most popular choice.)

4x6	\$1.00
5x7	\$2.50
8x10	\$7.50
8x12	\$10.00
11x14	\$17.00
12x18	\$27.50
16x20	\$35.00
16x24	\$50.00
20x30	\$60.00
24x36	N/A



## Matte

(A bit more flat in appearance than Lustre but not as reflective as Glossy with a slightly textured finish.)

4x6	\$1.00
5x7	\$2.00
8x10	\$6.00
8x12	\$9.00
11x14	\$16.00
12x18	\$25.00
16x20	\$32.50
16x24	\$45.00
20x30	\$55.00
24x36	\$80.00



## Glossy

(Reflective finish. Like, really, really Glossy! Very pretty though.)

4x6	\$1.00
5x7	\$2.00
8x10	\$6.00
8x12	\$9.00
11x14	\$16.00
12x18	\$25.00
16x20	\$32.50
16x24	\$45.00
20x30	\$55.00
24x36	\$80.00



\*Some photo sizes may require cropping on the long side at checkout



# Fullerton Photography Print Pricing

(2019) Pg. 2



## Mounted Wall-Canvas (Traditional Finish)

8x10	\$120.00
8x12	\$150.00
10x10	\$150.00
10x15	\$170.00
11x14	\$170.00
12x12	\$170.00
12x18	\$300.00
16x20	\$300.00
16x24	\$325.00
20x20	\$350.00
20x30	\$400.00
24x36	\$450.00
30x40	\$600.00

Printed on heavy duty PremierArt Water Resistant Canvas, then finished with a dry lamination process that is UV and water resistant. The canvas is stretched and then wrapped over a 1 3/8" thick wooden frame. Your photo extends to cover the sides of the frame for a beautiful presentation.

Note: Since the outer edge of your photo will be used for the sides of the frame, not all of your photo will be visible when an admirer views it from the front.



## Digital Downloads

(Easy to download just the photo(s) you want. Click, buy, done.)

Web-Size (640x480)	\$2.50
Low-Res (1 Mpix)	\$2.50
High-Res (4 Mpix)	\$5.00
Original (Full Res)	\$5.00

## iPhone Cases

(Stylish cases for most iPhone models.)

iPhone SE Slim Case	\$30.00
iPhone 6/6s Plus Tough Case	\$35.00
iPhone 6/6s Plus Slim Case	\$30.00
iPhone 6/6s Tough Case	\$30.00
iPhone 6/6s Slim Case	\$30.00
iPhone 7/7s Plus Tough Case	\$35.00
iPhone 7/7s Plus Slim Case	\$30.00
iPhone 7/7s Tough Case	\$30.00
iPhone 7/7s Slim Case	\$30.00
iPhone 8/8s Plus Tough Case	\$35.00
iPhone 8/8s Plus Slim Case	\$30.00
iPhone 8/8s Tough Case	\$30.00
iPhone 8/8s Slim Case	\$30.00
iPhone X Tough Case	\$30.00
iPhone X Slim Case	\$30.00



\*Some photo sizes may require cropping on the long side at checkout



# Fullerton Photography Print Pricing

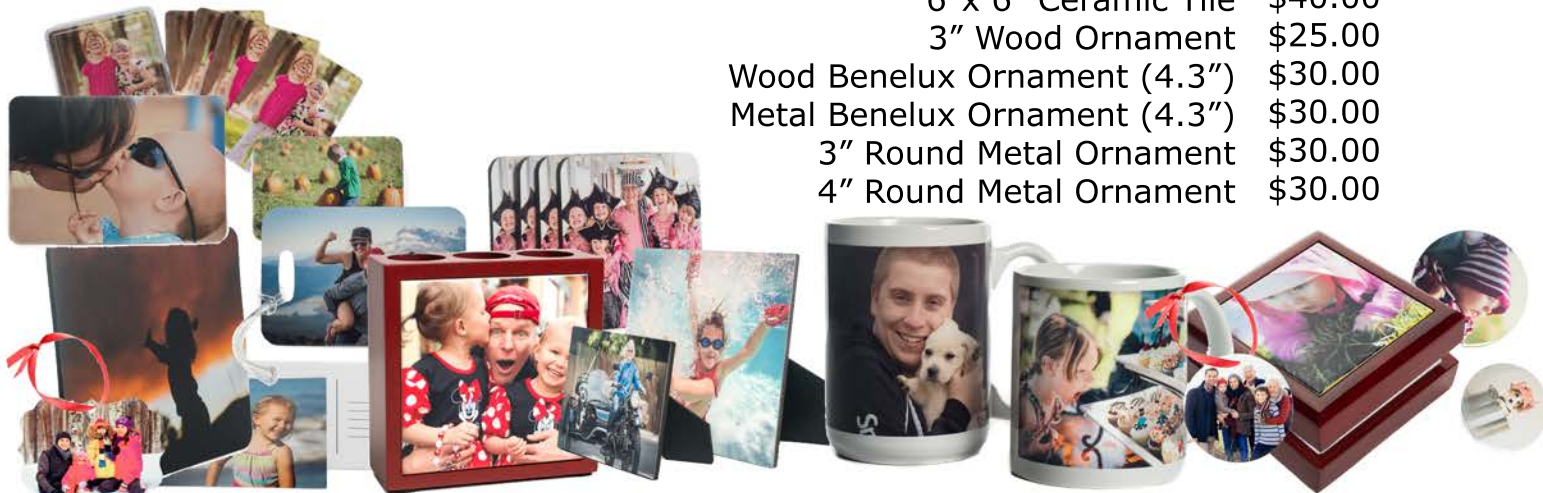
(2019) Pg. 3



## Wallets & Keepsakes

(A variety of other merchandise including wallet prints.)

4x Wallets (2.5" x 3.5" ea.) - Lustre	\$5.00
4x Wallets (2.5" x 3.5" ea.) - Matte	\$4.00
4x Wallets (2.5" x 3.5" ea.) - Glossy	\$4.00
Small Magnet (2.5" x 3.5")	\$10.00
Large Magnet (3.5" x 5")	\$15.00
11 oz. Black Mug	\$17.50
11 oz. White Mug	\$17.50
15 oz. White Mug	\$17.50
5x7 Photo Panel	\$40.00
8x10 Photo Panel	\$125.00
Keepsake Box	\$125.00
Mahogany Desk Organizer	\$100.00
Photo Puzzle w/Box (252 pcs.)	\$120.00
3" Metal Button	\$10.00
4" Metal Button	\$10.00
Photo Key Tag	\$12.50
Photo Luggage Tag	\$15.00
Mouse Pad (9.125" x 7.75")	\$15.00
Coasters	\$30.00
4"x6" Postcard	\$4.00
Deck of Playing Cards	\$40.00
6"x 6" Ceramic Tile	\$40.00
3" Wood Ornament	\$25.00
Wood Benelux Ornament (4.3")	\$30.00
Metal Benelux Ornament (4.3")	\$30.00
3" Round Metal Ornament	\$30.00
4" Round Metal Ornament	\$30.00



Many other photo sizes, art, finishes, and more are available online via the Smugmug Gallery options for your Wedding or Event or by visiting <http://dfullerton.smugmug.com>



\*Some photo sizes may require cropping on the long side at checkout

# Fullerton Photography Legals & Fine Print

For the sake of this document and all Fullerton Photography Literature, Client hereby refers to the person, party, group, organization, or entity receiving photography or videography services from Fullerton Photography. Client may also be referred to as, "Customer", "Purchaser", "Client", or any other general description to refer to the party that is purchasing aforementioned service(s) from Fullerton Photography. The Photographer, Doug Fullerton, refers to the proprietor of Fullerton Photography and may be mentioned by name, likeness, or by any other reference to Fullerton Photography's Documents or Literature naming "The Photographer", "The Photographer's Service", "The Photographer's Business", "Photography", "DFullerton Photography, or a similar likeness to the above general terms which all mean the property of Fullerton Photography LLC.

By signing, whether physically or digitally, any Terms and Agreement, Contract, or Package Form ("Package") Literature, the Client is bound by Fullerton Photography LLC's Complete Terms & Conditions and understands and acknowledges the Photographer's ability to dissolve, break, or otherwise create null and void these Legal Documents at any time without cause. A reference to the Terms and Conditions and Legal Agreement will be made to all Clients upon signing of their Package Form(s), and is available at all times by either 1. Contacting the Photographer, or, 2. Digitally downloading the Terms and Conditions and Legal Documents by visiting the Photographer's Website (<http://dfullertonphotography.com>). Downloading presumes the usage of Computer, Mobile, or other capable equipment with the ability to connect to the Internet and displaying webpage URL's of the Photographer's Business via the Internet and/or by accessing the aforementioned documents in Microsoft Word, Adobe PDF, Browser URL-directed, or by any other means as to where text may be read and interpreted.

The Photographer encourages all Clients and parties to read the Terms and Conditions and review the F.A.Q. (Frequently Asked Questions) located on the Photographer's Website. The Photographer will be (cont).



# Fullerton Photography Legals (cont).

as thorough as reasonably required should questions or other uncertainties arise that require clarification to the Client as to the ability, inability, limitation, or capability of the Photographer regarding Services rendered to the Client, insomuch as the Photographer is capable of knowing said circumstances as they arise.

The Client releases Photographer from any and all liability, including but not limited to, the following circumstances: scheduling conflicts, a first-booked-first-served basis, inclement weather, technical and/or equipment issues, lack of transportation, and other circumstances beyond the control of Photographer that may hinder Photographer from providing service to the Client. It is agreed that the Client secures a date by paying a minimum of 33% of the Client's Package Price or Final Price (generally done after a consultation). Client will then have the Service of the Photographer for that Day(s) despite multiple inquiries by Customers for a specific timeframe or Day(s). The Refund Policy is likewise stated on the last page and the Terms and Conditions presented are the sole responsibility of the Client for understanding the Photographer's Terms and Conditions regarding payment or failure thereof.

By signing the Terms and Conditions, Package Form, or any other piece of Literature of the Photographer's Business, whether physically or digitally, the Client agrees to be bound by all of Fullerton Photography LLC's Terms, Conditions, F.A.Q., Purchase, Refund, Package Form, and Print Literature, either currently existing or appended to in the future. The Client relinquishes and waives all claims for suit, defamation, or slander. Further, Client agrees to not cause any loss of revenue, physically or mentally bring harm to the Photographer, or cause any damage to, duress, or in any other negative way, create or handicap the Photographer and/or the Photographer's Business or Equipment. Likewise, the Photographer retains all Literary, Photo, Video, Creative Commons, et al, Licenses to the Photographer's Work, regardless of amount given, sold, granted use of, or otherwise distributed to the Customer or Client. The Client furthermore agrees for the Photographer (cont).



# Fullerton Photography Legals (cont).

to retain full use of the Client's likeness, whether via Photography, Videography, Montage, Collage, Physical or Digital Creation, etc., by signing any/all Contracts, Terms and Conditions, or Literature to be to be used in Promotions, Graphics, or any derative work(s) generated by the Photographer's Service to the Client for the sole use of promoting the Photographer's Business.

As mentioned, while The Photographer retains all creation and creative-oriented rights for all packages (Event, Portrait, Freelance, Freelance Wedding, Ruby, Emerald, Sapphire), that does not mean the Client loses out. Fullerton Photography understands that most Clients simply wish to view, share, print, and enjoy their wedding or Event photos, and that is fine.

For ease of use, photos in Print Form follow the same stipulations as those under the Digital Personal Use Contract Release rules, unless the needs of the Client are commercial in nature (eg. advertising), then Commercial Use rules apply.

For a typical Wedding Client, the Client receives full resolution photos via disc, drive, or download without watermark, and the Client has the rights granted to them to download, upload, print, share, blog, socialize, etc., the photos provided a note or form of photography credit to The Photographer is given. Fullerton Photography is happy that you are happy with our work, at the same time it is understandable that photograph creation can be legally tricky to understand, and I want to be flexible as possible with allowing Clients to do what they want, while still business retaining rights.



# Fullerton Photography Contract Release

For preliminary and special uses of digital-only content, here the Customer may review both the Personal and Commercial Contract Releases. The Contract Signature on Page 29 also encompasses the uses and guidelines on this page as well.

Though the rules differ slightly for Personal or Commercial use, the price respectively is \$5.00 Personal and \$50.00 Commercial per photo purchased. This covers easy facilitation of delivering photos to the Client before the time of releasing all media upon final delivery. This price also covers any Photoshop corrections (outlined on the Package Forms) the Client wishes to have made to the individual photo or photos. In return, the Client will receive one (1) digital photograph at full resolution without watermarks or other restrictions with which they may freely utilize any and all services listed below (additional charges such as printing fees, newspaper / advertising fees, large-scale post-production, etc. are the sole responsibility of the Client or Purchaser. The Client or Purchaser may desire to have these costs credited as part of their Package Printing Credit - the Photographer will gladly help to make the process smooth and hassle-free. To clarify, this covers separate Personal and Commercial use; a paying Client will already receive their gallery photos at no additional charge. This documentation is presented for additional purchasers of photos beyond the Client.

## ***PERSONAL USE CONTRACT RELEASE:***

Photographer grants buyer a non-exclusive perpetual personal-use license to download and copy the accompanying image, subject to the following restrictions:

- This license is for personal use only. Personal use means non-commercial use of the image(s) for display on personal websites and computers, or making prints for personal use. The image(s) may not be used in any way whatsoever in which you charge money, collect fees, or receive any form of remuneration (cont).



# Fullerton Photography Contract Release (cont).

The image(s) may not be used in advertising. The image(s) may not be resold, relicensed, or sub-licensed.

- Title and ownership, and all rights now and in the future, of and for the image(s) remain exclusively with the photographer.
- There are no warranties, express or implied.
- Photographer will not be liable for any third party claims or incidental, consequential or other damages arising out of this license or buyer's use of the image(s).

## **COMMERCIAL USE CONTRACT RELEASE:**

### ***What you can do:***

Photographer grants you a perpetual, non-exclusive, non-transferable, worldwide license to use this image for permitted commercial purposes, defined as:

- Advertising, Promotion, Brochures, Packaging
- As part of a Commercial Website for Promotional Purposes
- Prints, Posters, Flyers, Tearsheets for Promotional Purposes (not for resale)
- Prints, Posters, or other Commercial Display of Image
- Magazines, Books, Newspapers, Other Printed Publications
- Video, Broadcast, and Theatrical use

(Continued)



# Fullerton Photography Contract Release (cont).

## ***What you may not do:***

- Buyer may not resell, relicense, redistribute without express written permission from photographer. Use as a derivative work, and reselling or redistributing such derivative work is prohibited. Images may not be used in a pornographic, obscene, illegal, immoral, libelous or defamatory manner. Images may not be incorporated into trademarks, logos, or service marks. Image may not be made available for download.
- Photographer retains all rights, license, copyright, title and ownership of the image(s).
- There is no warranty, express or implied, with the purchase of this digital image file. Neither photographer nor SmugMug will be liable for any claims, or incidental, consequential or other damages arising out of this license or buyer's use of the image(s).

## ***ROYALTIES***

Finally with the advent of using photography as a powerful medium to communicate ideas, concepts, art, and much more, it is of no surprise that more and more multimedia and digital content is being used for promoting in the 21st Century.

With the myriad of rules and regulations that exist even alone for the potential of photographic and video recording royalties - far beyond the scope of this contract - the Client is strongly encouraged to discuss with the photographer if a royalty or royalty-free scenario presents itself over the course of business. Any payments discussed are on a case-by-case basis between Photographer and Client.





# Fullerton Photography

## Refund / Cancellation Agreement

Although there is some mention of refunds and concerns brought up on both the website and earlier in this contract, this final page lays out all the refund policies in detail.

Fullerton Photography wishes you the very best but at the same time, has put aside time and effort to reserve your day as you requested. If the couple or parties involved are however, not able to meet this obligation, here is how the refund policy works:

If you cancel 6 months (or more) ahead of time until your event takes place, a 100% (full) refund of the deposit will be issued.

If you cancel 3 to 6 months ahead of time until your event takes place, a 50% (half) refund of the deposit will be issued.

If you cancel with 3 months or less time until your event takes place, no refund will be given due to the strong possibility of Photographer not being able to re-book said date with comparatively little time for someone else.

It is our hope that these policies give our Customers a fair yet understandable balance of being flexible while running a business.

If a controlled circumstance forces the Photographer not to be able to attend your event day (oversleeping / no show / car trouble etc.), a double-deposit refund (maximum 33% value) of the purchased package will be made. If a severe concern, other act, or event (family death, severe weather, act of God etc. - not within his control) forces the Photographer not to attend your event day, a full refund of the deposit will be made only if the Photographer is unable to serve The Client at all on their day. If a refund of the deposit is made prior to the wedding day itself, it supersedes the double day-of refund policy and concludes Contract relationship of Client and Photographer. Refunds will be made within thirty days.

