

WEDDING PHOTOGRAPHY CONTRACT

Thank you for booking your wedding with Lori Brown Photography. I am very excited to photograph your wedding day and the love shared between you and your fiancé. Booking is considered complete once this contract has been signed and the 50% retainer fee has been paid to Lori Brown Photography.

1. Bookings are first come-first serve.
2. All bookings must have a signed contract and 50% retainer paid before reserving the date.
3. Any incomplete contracts are subject to loss of photographer and date.

PAYMENT TERMS:

1. The 50% non-refundable retainer will be applied to the total wedding package price.
2. The remaining balance is due no later than 30 days prior to the wedding date.
3. Lori Brown Photography accepts cash, cheque, e-transfer, PayPal, Visa, or MasterCard. Credit card payments are subject to a 3.5% fee.
4. Interim payments may be made toward the final balance, but is not required.
5. All retainer fees are non-refundable in the event of a date change or wedding cancellation for any reason.

FAILURE TO MAKE FINAL PAYMENT:

1. Failure to make the final payment as scheduled 30 days prior to the wedding date are subject to immediate cancellation of agreement and negates any further obligation of performance by Lori Brown Photography.
2. A \$5.00 (CAD) per day late fee is applied on late payments until the balance is paid in full.
3. Fees not paid after 30 days will be sent to collections.
4. No images, prints, proofs or products from the wedding will be released until final payment made.

TERMINATION POLICY:

1. Clients may terminate this agreement at any time in writing by mail or email or loribrownphotography@outlook.com.
2. The non-refundable retainer will be kept as liquidated damages.

3. In the unlikely event that Lori Brown Photography is unable to perform to the guidelines of this contract due to an injury, illness, act of god, act of terrorism, or other cause beyond the control of Lori Brown Photography, Lori Brown Photography will make every effort to secure a replacement. If a suitable replacement is not found, Lori Brown Photography is required to terminate this agreement.
4. Lori Brown may terminate this agreement by e-mailing a letter to the client's e-mail address provided with this contract.
5. Responsibility and liability is limited to the return of all payments received for the wedding(s) less the value of all services provided up to the time of cancellation.

TRAVEL FEES:

1. Weddings outside of the Central Okanagan are subject to travel fees at \$.55 per kilometer.
2. Weddings outside of the Thompson Okanagan will receive a custom travel invoice from Lori Brown Photography and the Clients shall be responsible for Lori Brown Photography's travel costs, including but not limited to: airline reservations, hotel reservations, local transportation, and a per diem food stipend.

MEAL POLICY:

1. A meal must be provided for the photographer(s) and their assistant of any event in excess of 4 hours.
2. Photographers use this 1 hour meal time for their break; therefore, there will not be a photographer to cover events during the 1 hour meal break.
3. Lori Brown Photography shall not be liable for events not captured during this 1 hour break.
4. Lori Brown Photography strongly suggests that the team eats at the same time as the couple for the most effective timeline.

ACTION CAUSING CONTRACT TO BECOME VOID:

Contracts may become void under the following provisions: WEDDING DATE CHANGE, WEDDING LOCATION CHANGE, EXCLUSIVITY.

1. Lori Brown Photography shall be relieved from further obligation and liability and shall retain the Clients' retainer as liquidated damages.
2. Clients are held liable for the payment of the value of all services provided up to the time of the action causing the contract to become void.

WEDDING DATE CHANGE

1. If Lori Brown Photography is available for the new wedding date, the original 50% will be applied to the second date.

2. Booking may be subject to additional funds depending on season, location, and availability.
3. If Lori Brown Photography is not available for the second date, this contract shall be treated as void in accordance with the ACTION CAUSING CONTRACT TO BECOME VOID provision of this contract.
4. Any and all costs associated with the change of date for destination weddings are the responsibility of the client including but not limited to: changes to airline reservations, changes to hotel reservations, and changes to local transportation reservations. Any fees paid by Lori Brown Photography are to be reimbursed by the client.

WEDDING LOCATION CHANGE

1. Clients shall be responsible for all of Lori Brown Photography's travel costs subject to the TRAVEL FEES provision of this contract.
2. In the event that the Clients decline to cover Lori Brown Photography's travel costs, this contract shall be treated as void in accordance with the ACTION CAUSING CONTRACT TO BECOME VOID provision of this contract.
3. In the event that Lori Brown Photography is not available due to the location change (for example: the wedding was originally in September on a weekend date where Lori Brown Photography was booked the following day for another wedding, and the new wedding is outside of the Okanagan where travel back to the Okanagan would make it impossible or impractical to get to the second wedding), this contract shall be treated as void in accordance with the ACTION CAUSING CONTRACT TO BECOME VOID provision of this contract.

EXCLUSIVITY

1. Lori Brown Photography and her designated second-shooter shall be the sole professional photographers hired for the Clients wedding.
2. Photography or videography by any person or persons other than Lori Brown Photography or a hired professional videographer during posed sessions is not permitted.
3. Lori Brown Photography is permitted to verbally request that guests refrain from photographing or taking video during any such posed session.
4. Lori Brown Photography does not object to other reasonable photography occurring during the wedding as long as it does not keep Lori Brown Photography from fulfilling this agreement and professionally covering the wedding.
5. Lori Brown Photography cannot be held liable for failing to capture images that are disrupted by your guests or other vendors, due to reasons including but not limited to obstruction, subjects looking at other cameras, other flashes going off, etc.
6. Lori Brown Photography prohibits the Clients' guests from photographing over her shoulder during posed sessions and detail sessions and prohibits the use of wedding images in a same-day slideshow at the wedding that is put together by any person outside of Lori Brown Photography or any hired professional videographer.
7. In the event that clients hire another photographer, professional or amateur, without notifying Lori Brown Photography, this this contract shall be treated as void in

accordance with the ACTION CAUSING CONTRACT TO BECOME VOID provision of this contract.

HOUSE RULES:

1. Lori Brown Photography is limited by the guidelines of the ceremony officials and reception site managers.
2. Clients are responsible for negotiating deviations from the house rules.

LOCATION ACCESS, FEES + PERMITS:

1. All permits to shoot at locations that require permits, fees, permission or special access will be obtained and paid for by the client, including parking.

COPYRIGHT & IMAGE USE BY STUDIO:

2. The photographs produced by Lori Brown Photography are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without Lori Brown Photography's written consent.
3. Lori Brown Photography owns all copyrights for any images produced in connection with this agreement, including the right to reproduce or publicly display such images, for any personal or commercial purpose, without compensation to the Clients or notification to the Clients before use.
4. Lori Brown Photography also reserves the right to publicly display the names of clients for any purposes such as blog posts, submissions to magazines and social media posts.
5. As author of all images made here under and as provided by law, Lori Brown Photography shall retain the copyrights in perpetuity, regardless of possession or ownership, digital files, or any other format of reproduction. Copyright violations will be charged at fifteen (15) times the published rates at the time of the violation as liquidated damages, since actual damages would be difficult to calculate.

LIMITED REPRODUCTION AND PRINT RELEASE FOR PERSONAL USE:

Lori Brown Photography grants The Clients a non-exclusive, non-transferable, perpetual personal-use license to download and copy the accompanying copyrighted digital images in this gallery ("Media"), according to the following terms:

COPYRIGHT AND OWNERSHIP:

1. Lori Brown Photography retains all rights, license, copyright, title, and ownership of the Media, now and in the future.

WARRANTIES:

1. AS IS: There are no warranties associated with the copyrighted digital images in this gallery, express or implied. The Media are provided "as is."

THIRD PARTY CLAIMS:

1. Neither Lori Brown Photography nor our outside vendors will be liable for any third party claims or incidental, consequential, or other damages arising out of this license or buyer's use of the Media.

PERSONAL WEB USE:

1. Lori Brown Photography permits The Clients to post the copyrighted digital images in this gallery for personal use on social media ONLY IF credit is given to Lori Brown Photography and a link is provided back to Lori Brown Photography. The copyrighted digital images may not be posted on business social media pages without the express written consent of Lori Brown Photography.

PERSONAL PRINT USE:

1. Lori Brown Photography permits The Clients to print the copyrighted digital images in this gallery for personal use; however, prints should be ordered through Lori Brown Photography as quality and warranty of the images printed through any other lab is not guaranteed.

ALTERATION OF DIGITAL IMAGES:

1. The alteration of any images through the use of personal digital image enhancement software, including but not limited to Instagram, Picasa, Lightroom, Photoshop, etc., in any way, is strictly prohibited and is considered a copyright violation under Canada Copyright Law.

COMMERCIAL USE/PERSONAL USE FOR MONETARY GAIN:

1. Commercial use or personal use for monetary gain, on the web or in print is strictly prohibited, unless written permission has been obtained from Lori Brown Photography and credit is given to Lori Brown Photography. The Clients' vendors may email Lori Brown Photography for written permission to use images of their work.

OTHER TERMS:

2. Any other utilization or reproduction is specifically prohibited without the express written consent of Lori Brown Photography. Nothing contained herein shall be deemed a release of Lori Brown Photography's copyright on any of the digital images.

WHAT YOU MAY DO: Display on personal websites, personal social media, and computers. - Making image prints for personal use.

WHAT YOU MAY NOT DO: Resell, re-license, sub-license, or redistribute without express written permission from Lori Brown Photography. Use the Media in any way, whatsoever, in which you charge money, collect fees, or receive any form of remuneration, without express

written permission from Lori Brown Photography. Use the Media in any advertising without express written permission from Lori Brown Photography. Use the media in a pornographic, obscene, illegal, immoral, libellous, or defamatory manner. Incorporate the Media into trademarks, logos, or service marks without express written permission from Lori Brown Photography.

ARTISTIC STYLE:

1. Lori Brown Photography and her designated second shooters have complete creative, technical and artistic control over choice of poses, lighting, lenses, etc.
2. This agreement agrees that the Clients are familiar with Lori Brown Photography's portfolio and is requesting Services with knowledge of Lori Brown Photography's style.
3. Clients understand that Photographer's work is constantly evolving; that Photographer's services are of unique and artistic nature; that the images created may be different from images taken by Lori Brown Photography in the past; and that in creating the images, Lori Brown Photography shall use her personal artistic judgement to create images consistent with her personal vision of the wedding/session, which vision may be different from the Clients and /or the Subject's vision of the wedding/session. Accordingly, the Clients acknowledge that the images shall not be subject to rejection on the basis of taste, aesthetic criteria, or personal appearance.

LIMITATIONS ON LIGHT:

1. Clients acknowledge that in the event that any part of the wedding occurs at a time or in a location where there is an absence of natural light, Lori Brown Photography will have to use artificial light sources and the images will look different than the natural light images the Clients have seen in Lori Brown Photography's portfolio.
2. Clients acknowledge that the images shall not be subject to rejection on the basis of taste, aesthetic criteria, or personal appearance.

WEATHER LIMITATIONS

1. Clients recognize that Lori Brown Photography prefers to shoot in outdoor, natural light for portrait sessions, including but not limited to engagement sessions. Therefore, Lori Brown Photography reserves the exclusive right to reschedule her portrait sessions, including but not limited to engagement sessions, due to harsh weather conditions.
2. Lori Brown Photography will notify the client via email 24-48 hours in advance of the portrait session if the session needs to be rescheduled due to weather conditions, including but not limited to rain, wind, snow, dust, extreme temperatures, etc.

CULLING + EDITING:

1. Clients acknowledge that Lori Brown Photography retains complete control over the culling and editing process.
2. Lori Brown Photography colour corrects and does minimal editing on all delivered images.
3. Lori Brown Photography also retains complete control over which images are delivered in colour and which images are delivered in black and white.
4. Lori Brown Photography does not do skin retouching. Any additional client requested edits, including but not limited to, removal of scars or birthmarks, removal of persons or things, body shaping, head swaps, etc., shall be done by Lori Brown Photography at a rate of \$30 per image.

ADDITIONAL IMAGES/RAW IMAGES:

1. Lori Brown Photography does not guarantee a minimum number of images in the clients' final portfolio. Clients can expect approximately 50 images per hour of coverage, although final delivery may vary based on individual wedding circumstances and conditions.
2. Lori Brown Photography will not release RAW images to the Clients.
3. Lori Brown delivers every image that meets quality standards and therefor additional images beyond the final delivery will not be released to the Clients.

ARCHIVAL OF IMAGES:

1. Lori Brown Photography deletes all RAW images upon delivery of the final JPEG files to the Clients. Once Lori Brown Photography delivers the final JPEGs to the Clients, the Clients accept all responsibility for archiving and protecting their images.
2. Lori Brown Photography does not permanently archive image files.

EQUIPMENT DAMAGE OR THEFT:

1. Lori Brown Photography takes reasonable care to bring backup equipment. If the Clients or any of the guests damages or steals the equipment belonging to Lori Brown Photography, it may result in early departure of Lori Brown Photography.
2. Clients understand that in such event that Lori Brown Photography cannot comply with the obligations of this contract due to equipment damage or theft resulting from an action of the Clients or any of their guests, the Clients will not receive a refund of any payments made, the Clients will be responsible for the costs of any repair or replacement of Lori Brown Photography's equipment, and Lori Brown Photography shall be relieved from liability for failing to capture images due to the theft or damage of equipment by the Clients or their guests.

PLANNING MEETING + QUESTIONNAIRES:

1. Clients shall complete the Wedding Questionnaire at least two weeks prior to the wedding date.
2. All schedules, shot lists or itineraries must be confirmed at least two weeks prior to the wedding.
3. Lori Brown will advise the client of all timeline suggestions for optimal coverage, therefore Lori Brown is not responsible for missed coverage due to wedding timeline changes including changes made by Wedding planners or coordinators.

CLIENT REQUESTS:

1. Lori Brown Photography must know about key elements of the Clients wedding in advance so that the important images may be captured.
2. Any information provided and discussed is not part of this contract, nor shall such information modify this contract.
3. Lori Brown Photography will work to meet all of the Clients reasonable requests and expectations; however, Lori Brown Photography does not guarantee specific images or poses.
4. Lori Brown does not take photo suggestions or pose suggestions from images taken by other photographers. Each wedding location, light, and couple is unique and therefore cannot be replicated.

COOPERATION:

1. Clients agree to cheerful cooperation and communication leading up to and on the wedding day.
2. Lori Brown Photography does not warrant that it will provide specific images and shall not be liable if key individuals fail to appear or cooperate during photography sessions.
3. In the event that the client or guests ask Lori Brown Photography to stop photographing for reasons including but not limited to weather, dress malfunction, tardiness, or any situation out of her control, Lori Brown Photography shall not be liable for images not taken that would normally have been taken during that time.

DIGITAL IMAGE PRODUCTION TIMELINE:

1. A full online gallery of High Resolution images will be posted within twelve (12) weeks of the wedding.
2. Clients are responsible for downloading the file of all images from the online gallery.
3. The Clients acknowledge that they understand how to download the images from the web onto their computer, including unzipping the .zip file, and how to back up images to prevent image loss.
4. Clients acknowledge they will not receive a physical disc of images unless purchased as an add-on.

5. Lori Brown Photography is not responsible for user error in downloading and saving final images.
6. Your online gallery expires six (6) months after the date of your wedding.

DISCOUNTS AND CREDITS:

1. Discounts and product credits expire one year after the wedding.

LOST ITEMS:

1. Lori Brown Photography is not responsible for items lost by the Canada Postal Service/UPS/Fed Ex or invalid addresses on contact forms.

HARASSMENT:

1. In the event that Lori Brown Photography feels that she is being harassed (verbally, sexually or physically), the following procedure will take place:
 - a. Lori Brown Photography will first notify The Clients of the harassment.
 - b. If it happens a second time, Lori Brown Photography will request that the person be removed from the premises.
 - c. In the event that The clients refuse to remove the person from the premises or the person harassing refuses to leave, Lori Brown Photography reserves the right to leave the wedding immediately.
 - d. If this occurs, Lori Brown Photography will not be liable for any images not taken.

SUBSTITUTION:

1. In the unlikely event that Lori Brown Photography cannot complete the responsibilities governed by this contract due to illness, death, fire, Act of God, or other event beyond its control, which precludes Lori Brown Photography from performing the duties of coverage, the following shall occur:
 - a. Lori Brown Photography will arrange for (1) a substitute photographer (or photographers) of equal or higher qualification,
 - b. An adjustment to either the fee amount or the contents of the clients' collection.
2. If The Clients do not accept Lori Brown Photography's substitution offer, The Clients may elect instead to terminate agreement based upon the termination policy listed above.
3. Lori Brown Photography's liability shall be limited to a refund of all payments made by the clients, including a full refund of the retainer.
4. Provided that Lori Brown Photography complies with this provision, Lori Brown Photography shall have no further liability to The Clients with respect to this agreement.

LIMIT OF LIABILITY:

1. In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond Lori Brown Photography's control or Lori Brown Photography and her designated second shooter's negligence, including but not limited to camera, hard drive, or equipment malfunction, Lori Brown Photography liability is limited to the return of all payments received for the wedding(s). The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

INDEMNIFICATION:

1. To the fullest extent permitted by law, The Clients agrees to defend, indemnify, and hold harmless Lori Brown Photography, including its trustees, officers, members, directors, employees, servants and agents, against loss, damages, claims, suits, liabilities, judgments, costs and expenses without limitation, all reasonable attorneys' fees and expenses that may accrue against the indemnified party, including its trustees, officers, members, directors, employees, servants and agents which is approximately caused by the negligence or wilful misconduct or any breach of representation arising from conduct, management or performance of any activities by The Clients, The Clients guests, The Clients agents, or by any of The Clients vendors. In the event any such claim is made, and upon notice from Lori Brown Photography, The Clients agrees to reimburse Lori Brown Photography for the cost of defending such an action or proceeding, using counsel satisfactory to Lori Brown Photography. This provision shall survive the termination of this agreement.

IRREVOCABLE MODEL RELEASE:

AGREEMENT between Lori Brown Photography, located at 770 Kinnear Avenue, Kelowna, BC V1Y5B1 and the clients:

TERMS:

For good and valuable Consideration, receipt of which is hereby acknowledged, I grant to Photographer, her heirs, successors and assigns, and the second photographer, my unlimited permission to license, use, reproduce and distribute images of me and/or my property, in any country, at any time, in any Media, for any purpose. Such permissible use may include but is not limited to: commercial use, personal use, advertising, trade, exhibition, competition, promotion, marketing, stock photography, product packaging, video, print, publication or editorial work. I understand and agree that my images may be altered and modified to the point where I may even be unrecognisable. My images may be combined with other pictures, text or graphics. You may even combine my name or an alias name with my images. I understand that I will have no right to inspect or approve the final use of my images or copy that may accompany it. I agree that I have absolutely no right to compensation for use of my images. I warrant I will make no claim against Photographer or his assigns for compensation relating to the use of my images. I

agree that this contract will be binding not only upon me, but upon my heirs, successors and assigns as well and that this release is irrevocable and enforceable worldwide, to the fullest extent possible under the law. Any dispute relating to this agreement will be governed by the laws of the province of BC.

RELEASE:

By signing this contract, I hereby release, acquit, indemnify, hold harmless and discharge Lori Brown Photography, her employer, heirs, agents, successors and assigns, from any damages, actions, claims, attorney fees, costs and suits arising in any way whatsoever from the uses permitted and described more fully above that may arise in any way whatsoever from the use of my images. If any suit is brought challenging the enforceability of this agreement, I agree to indemnify Photographer or his assigns for attorney fees and expenses. I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this release.

SECOND PHOTOGRAPHER ACKNOWLEDGEMENT:

1. Lori Brown Photography is responsible for hiring of any second shooter.
2. Dependent upon the agreement between Lori Brown Photography and the second shooter, the second shooter may use the images taken at the wedding for his or her personal portfolio, on his or her website and/or blog, and on social media after Lori Brown Photography has delivered the final images to the clients.
3. The independent second shooter may take images that do not meet the strict quality criteria of Lori Brown Photography; therefore, Lori Brown Photography reserves the right to reject those images from the final batch of delivered images.
4. Clients acknowledge that they will not receive additional images from the second shooter that Lori Brown Photography has rejected from the final batch of delivered images.

PRINTS AND PRODUCTS ORDERED THROUGH ONLINE STORE ("TERMS OF SALE"):

PRICING; PAYMENT TERMS:

In order to purchase Products through Lori Brown Photography's online store, you are required to provide valid Payment Information. Lori Brown Photography may terminate your order for products if we are unable to process your Payment Information and you do not provide an alternative form of payment upon our request.

You agree to reimburse Lori Brown Photography for any and all costs incurred in collecting amounts owed by you to Lori Brown Photography or one of our outside vendors, including, without limitation, attorneys' fees and costs of collection agencies.

You are responsible for any taxes that you are obligated to pay or that Lori Brown Photography may collect from you in connection with your purchase of Products. If you do not pay the sales or other taxes or fees on a transaction, you will be responsible for the taxes or fees in the event

they are later determined to be payable on the sale, and Lori Brown Photography reserves the right to collect the taxes or other related fees from you at any time. In certain jurisdictions, Lori Brown Photography may be required to collect and remit sales tax in connection with your purchase of Products. Any such taxes will be added to the purchase price and reflected on your invoice or receipt.

DIGITAL DOWNLOADS; SHIPPING TERMS AND POLICIES:

If you purchase Digital Downloads or it was included in your contract, such download will be made available to you upon Lori Brown Photography's receipt of your valid Payment Information.

If you purchase Photo prints, Canvases, Albums or other physical medium Products, Lori Brown Photography will use its commercially reasonable efforts (and our outside vendors will use commercially reasonable efforts) to ship all orders for such products within the estimated delivery time applicable to various methods of shipping available at the time you place your order.

Most Products have a TEN BUSINESS DAY LEAD TIME before they will be ready to ship to you or be ready to be picked up.

Lori Brown Photography is not responsible for any delays in shipping.

Lori Brown Photography or our outside vendors reserve the right to substitute another carrier of equal or lesser cost to deliver your order at our discretion. All shipping charges are your responsibility. Shipping charges will be included in your shopping cart and can be viewed on a summary screen prior to finalizing your order. The shipping charge shown during the checkout process is subject to verification and to correction or change without notice. If the actual shipping charge is more than the amount shown in your shopping cart, Lori Brown Photography will contact you with the correct shipping costs before processing your order, and you will have an opportunity to cancel your order. Lori Brown Photography is not responsible for items lost by the Canada Postal Service/UPS/Fed Ex or invalid addresses on order forms.

RETURN POLICY:

Lori Brown Photography guarantees your satisfaction with any physical Products that you purchase through Lori Brown Photography's online store. If you are unsatisfied with any Photos, Prints, Canvases, Albums and/or other physical Products you have purchased through Lori Brown Photography's online store, we will gladly accept the return of any physical Product you have ordered for any reason within thirty (30) days of your receipt of the Product. Upon completion of the return procedure and receipt of the returned Product, we will replace the Product or issue you a full refund of the purchase price paid for such Product, whichever you prefer. We do not provide refunds for your original shipping cost unless your order is physically defective in some manner.

Refunds are not available for Products that are not in a physical medium form (i.e., a digital download).

To request a refund or replacement for any physical Product, please contact Lori Brown Photography within 30 days of receipt. Please do not contact your credit card company to dispute a charge before contacting us.

PRODUCT AVAILABILITY AND PRICING:

Lori Brown Photography or our outside vendors may revise or discontinue product options at any time without prior notice, and products may become unavailable even after an order is placed. All prices are subject to change without notice.

PRODUCT DESCRIPTIONS; PRICING; ERRORS:

Lori Brown Photography strives to maintain accurate information in the online store and to eliminate any errors. However, we do not warrant that Product descriptions, Photos, Prints, Canvases, Albums and/or other product pricing or other photographer materials are accurate, complete, reliable, current, or error-free. In addition, all weights and size dimensions are approximate. While we make reasonable efforts to accurately display all details of our product offerings, including the applicable colour and/or brightness, please note that the actual colour and/or brightness you will see for a photo depends on the settings of your computer screen and we cannot guarantee that your computer will accurately display all photo colours. Lori Brown Photography or our outside vendors reserves the right to format, manipulate or otherwise modify photos as may be required to satisfy a particular order. If a product offered by Lori Brown Photography is not as described or pictured, your sole remedy is to return the product in unused condition for a refund within thirty (30) days of receipt. In the event of an error, whether contained in the services, in an order confirmation, in processing and order or otherwise, Lori Brown Photography reserves the right to correct such error and charge the correct price or cancel the order, and your sole remedy in the event of such error is to cancel your order.

DISCLAIMER OF WARRANTIES:

The foregoing right to return any order within thirty (30) days is your sole and exclusive remedy, and the studio's sole and exclusive liability, with respect to the purchase of any products using the services, and Lori Brown Photography expressly disclaims and excludes all warranties, express or implied, regarding the purchase of any products. Certain provincial laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

MISCELLANEOUS TERMS:

1. Shooting commences at the scheduled start time and ends at the scheduled end time. If the client does not arrive at the appointed time for the wedding(s), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the client at \$350 per hour.
2. Failure by Lori Brown Photography to exercise any provision, right or portion of this agreement or enforce any portion of this agreement shall not be deemed a waiver of any right contained in this agreement.

3. The agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
4. Any such suit shall be filed in Kelowna, British Columbia.
5. No party may assign this contract without all other parties' written permission.
6. If one clause of this agreement is found to be invalid, illegal, or unenforceable, the parties desire that the remainder of the agreement, other than the provision determined to be unenforceable, remain in full force and effect.
7. If there is a conflict between the provisions of this agreement and any other agreement, the provisions of this agreement will control.

ENTIRE AGREEMENT:

This document contains the entire agreement and full understanding between Lori Brown Photography and The Clients. It supersedes all prior and contemporaneous agreement between the parties. Any modifications to the agreement shall be made in writing and signed by all parties.

BY SIGNING THIS CONTRACT, ALL PARTIES AGREE TO ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING THE NONREFUNDABLE NATURE OF THE RESERVATION RETAINER AND ALL OTHER PAYMENTS MADE.