

Brookfield Photographer

the sky is no longer the limit

23 Old Bridge Road
Brookfield, CT 06804
Telephone 203 941 0230

Email: BrookfieldPhotographer@gmail.com

AGREEMENT AS TO TERMS OF BUSINESS WITH BROOKFIELD PHOTOGRAPHER Updated March 24 2019

Cancellation and Refund Policy

Photography sessions, known as “shoots”, are not confirmed until paid in full. Once a shoot is booked, that/those date(s) and time(s) are blocked from any other booking for the same period. Fees paid to Brookfield Photographer are not refundable. Accordingly, Photography that is booked more than 5 days in advance requires a 5-day advance cancellation, failing which a 50% liquidated damage fee is assessed and applied as a credit to the Client’s account for later utilization. For shoots booked less than 5 days in advance, 24 hours of advance cancellation is required to avoid a \$250 cancellation charge. In the event of a cancellation by the Client, the balance of the Client’s pre-payment is credited to the Client’s account for later utilization. Rescheduling due to weather carries no cancellation charge.

Independent Contractor

An entity or person that reserves/ “books” our services is referred to as “THE CLIENT”. Brookfield Photographer at all times is working as an independent contractor, and not as an employee of THE CLIENT. THE CLIENT shall not have control over the means and manner by which Brookfield Photographer performs such services, except that THE CLIENT must be satisfied with the result of the work and the time period during which such work is completed. THE CLIENT acknowledges that Brookfield Photographer may not be performing services exclusively for THE CLIENT. THE CLIENT shall not pay or withhold any employment tax on behalf of Brookfield Photographer, including but not limited to social security taxes, federal or state income taxes, nor be responsible for procuring, maintaining or paying any premiums for workers' compensation or unemployment compensation or any employee benefits for Brookfield Photographer. Brookfield Photographer is only entitled to compensation as provided in Paragraph 3 herein. Brookfield Photographer shall have the responsibility for filing and paying their own income, social security or other employment taxes to the federal and/or state government.

Attorney's Fees

In the event any action is instituted by any party for the purpose of enforcing or interpreting any provision of this Agreement, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs.

Copyright

Brookfield Photographer retains copyright and ownership of all imagery, photography and/or videography, and hereby grants THE CLIENT the non-exclusive Rights to use or reproduce the photographic and/or videographic images, without any modification thereto, for which the client has paid, with attribution to Brookfield Photographer. In imagery of Real Estate, this non-exclusive Right is limited to promotion and/or display of the specific property imaged, by the Real Estate Client and their Affiliates, that paid for the imagery, and it is not transferrable any to other parties for later use related to the imaged property at a later time in new listing with a different seller and/or new listing of the same property. The use of imagery for renewals of existing listings with same listing agent and same seller is permitted.

Indemnity

THE CLIENT agrees to indemnify and hold Brookfield Photographer and its agents, affiliates, partners or employees harmless from all claims, liability, and causes of action resulting from Brookfield Photographer undertaking the Imagery, Photographic and/or Videographic Work.

Disclosures Required by Law

We reserve the right to use or disclose any information as needed to satisfy any law, regulation or legal request, to protect the integrity of the site, to fulfill your requests, or to cooperate in any legal investigation.

What should I do if I have any questions?

If you have questions about our privacy policy, please contact us via email at BrookfieldPhotographer@gmail.com

Notices to Brookfield Photographer

All Notices to Brookfield Photographer pursuant to this Agreement as to Terms of Business shall be via email to BrookfieldPhotographer@gmail.com. Notices to THE CLIENT shall be via email to an email address provided by THE CLIENT.

Governing Law

Except as otherwise specifically provided herein, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut.

THE CLIENT'S acknowledgement and acceptance of this Agreement of Terms of Business

A booking, request for booking and/or use of the services of Brookfield Photographer confirms and constitutes that THE CLIENT has received a copy of this Agreement, read and understood same and irrevocably accepts all terms of this Agreement