



CLIENT AGREEMENT

VIDEO ALBUM DESIGN

Reflection Albums (hereafter referred to as "**RA**") is granted full production and editorial control by the client regarding all aspects of editing and creating the production. In return, **RA** agrees to work with the client to create a video album that meets their specifications. **RA** agrees to make every provision possible to incorporate the client's suggestions and ideas into the video. The client is to make all design and editorial suggestions prior to shipment. After the client has received the video, changes can be made free of charge only (1) if **RA** failed to meet the specifications given by the client prior to shipment (2) names, dates, quotes are incorrect according to the order form filled out by the client.

Every possible attempt is made to include every photo sent to us. However, **RA** does not undertake to guarantee any specific picture be included in the video album. Considering that certain photographs, depending on their quality and visual appearance, are impossible to scan and/or include in the presentation, **RA** reserves the right to eliminate photographs from the video album. Photos considered to be obscene or offensive will be deleted. We also reserve the right to crop, color correct, or retouch any photograph used in the presentation to increase visual appeal. **RA** is not responsible for photographs that appear to be slightly darker/lighter than the original prints, as specific colors may not appear to be the same on a television screen. All attempts will be made, however, to produce accurate representation of each photo.

The client is responsible for numbering each photograph for the purpose of specifying the order in which they are to appear. **RA** will make every attempt to place the photos in the exact order requested, but does not guarantee the exact order specified. **RA** assumes the right to alter the order requested by the client (the order may be slightly changed to increase visual appeal, to help the "flow" of the video, etc.) If no order is specified, **RA** will attempt to categorize the photos chronologically. In this case, **RA** is not responsible for photos that appear in the incorrect order.

RA agrees to make every attempt possible to verify all information given by the client in the online order form. It is the ultimate responsibility of the client, however, to ensure that all information provided on the order form is correct prior to submission. In the event that the incorrect information is included in the video album as a result of incorrect information provided in the order form (e.g. misspelled name, incorrect date, wrong background choice, etc.), it is the financial responsibility of the client to purchase an additional copy with the correct information and/or return the incorrect videos to **RA** to be corrected and returned (standard shipping applies).

PAYMENT

Within 14 days of filling out a **RA** order form, the client's full payment is to be received unless otherwise agreed upon with a **RA** representative. This includes payment for extra copies, CD's, shipping, etc. Payment is non-refundable (see "Extenuating Circumstances" for exceptions). Dates are reserved only when payment is made by cash, check, or money order. Any bank charges incurred due to returned checks will be charged to the client along with a \$50 insufficient funds fee. All personal checks must clear before video album is delivered with no exceptions. With this in mind, clients must plan accordingly. All selections are final once client has turned in completed order form (this includes all photograph/music/package selections, etc.) unless otherwise agreed upon with a **RA** representative. All photographs and music selections will be returned to the client only after full payment has been received. Full payment must be received before the video album is delivered with no exceptions.

COPYRIGHT

The Copyright of all video album designs is retained by **RA**. Reproduction by video or any other means is prohibited. Original files remain the property of **RA** and may be used for advertising, display, or any other purpose seen appropriate. In return, **RA** agrees to use the same in good faith and in good taste.

All music used in our video albums is copyrighted material by which **RA** does not hold copyrights. By submitting an order form and agreeing to **RA**'s terms of service, clients agree that they have purchased and possess their own original copy of all music used in their video. Under copyright law, customers may then display their video album for personal family and friends. Mass production of a video album is strictly prohibited without purchasing the additional copyright licensing per song used.

Regarding professional portraits: photographers hold all copyrights to their images, and must agree to their use in your video album. If your photographer has questions or concerns, they may contact us directly. We will be happy to make arrangements with the photographer and will include their company logo at the end of the video album if requested.

EXTENUATING CIRCUMSTANCES

The due performance of this agreement is subject to alteration or cancellation by **RA** owing to any cause beyond their control. **RA** takes the utmost care in respect to processing, designing, and transporting client's video albums. Every care is taken in scanning, designing, and processing using professional materials. In the unlikely event of total technological failure, or any extenuating circumstances that prevent **RA** from shipping the video on time, **RA's** liability shall be limited to a full refund of all money paid for the event package. **Because we must rely on outside carriers to deliver packages, RA is not responsible for videos lost during shipment or videos that do not arrive on time due to mishandling by an outside carrier.** In the event that a video does not arrive by the date promised by the outside carrier, a tracking number will be provided to the client to verify the package was sent on time. **RA** will also ship a new video to the client at no cost. Clients are urged to order their video albums at least 2 weeks in advance, to prevent last-minute shipping mishaps. In the event that a video is damaged during the shipping process, **RA** will ship a new video to the client (at no additional cost) upon the client's return of the damaged video.

SHIPPING & SCANNING

In the event that shipping is necessary, a shipping/packaging fee of \$19 (US residents) or \$25 (outside the US) will be added to the video album price. If overnight shipping is required as a result of late payment by the client or a last-minute order, an additional charge of \$6 will be added, bringing the shipping total to \$25 for US residents. Shipping insurance is recommended but is optional. Any insurance requested by the client will cost the client only the actual charge of insurance.

Clients may scan their own photos or request that **RA** scan them. **RA** is happy to scan all photographs for just \$.50 (fifty cents) per photo. Digital photographs sent to **RA** on CD will not be returned to the client unless specifically requested and agreed upon with a **RA** representative.

CLIENT AGREEMENT

It is mutually agreed that the following terms form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by **Reflection Albums** in writing.

Signature of Client

Date