



## Schedule "B" – Gift Certificate Standard Terms and Conditions

Photography sessions booked through the use of gift certificates shall be subject to Take The Leap Photography (TTLP) "Schedule A – Standard Terms and Conditions", included for reference below. Any use of these gift certificates constitutes compliance and agreement of these conditions, as well as the following:

### GENERAL

Gift certificates are void where prohibited or restricted by law.  
Gift certificates cannot be used to purchase gift certificates.  
Except as provided herein, gift certificates have no cash value.  
Gift certificates are not valid until payment has been received and successfully processed by TTLP.  
TTLP reserves the right to refuse service or reverse any gift certificate purchase for any reason and return the funds to the purchaser.

### REDEMPTION

Gift certificates are only redeemable at TTLP for the amount or service specified on the gift certificate, by the expiration date indicated. TTLP reserves the right to convert service-based gift certificates to their monetary value, equivalent to what was paid for the gift certificate, at its option and sole discretion.  
Except as required by law, gift certificates are not redeemable for cash and cannot be returned for a cash refund.  
Any unused balance of the gift certificate will remain until redeemed or the original expiration date indicated on the gift certificate, whichever occurs first.  
If a purchase exceeds the amount listed on the gift certificate, the redeemer is responsible for paying the difference at time of purchase.  
For security purposes, a recipient may be required to show valid ID before he or she can redeem the gift certificate.  
Use and redemption of our gift certificates are also governed by our [Privacy Policy](#).  
TTLP, its agents and vendors, may provide gift certificate purchasers with information about the redemption status of gift certificates.

### CANCELLATION AND EXPIRATION

TTLP reserves the right to immediately invalidate gift certificates, without notice, should it receive a credit card chargeback, returned check or other form of repudiated payment made towards the gift certificate.  
TTLP is not responsible for lost or stolen gift certificates. Reasonable and prudent steps are taken to verify the legitimacy of a redeemer and upon full redemption or at the expiration date, the gift certificate will be identified as not valid for payment of any kind.  
TTLP reserves the right to dishonor the gift certificate, if it reasonably believes it was not validly purchased, has already been redeemed, or the redeemer stole or is otherwise not the intended beneficiary of the purchaser.  
Gift certificates are not valid or redeemable after the expiration date indicated on the gift certificate.  
TTLP will replace a valid lost gift certificate, provided the original gift certificate hasn't been redeemed and the replacement is issued to either the original purchaser or a verifiable recipient.  
TTLP reserves the right to contact gift certificate purchasers, or known recipients, to remind them of upcoming expiration dates.



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#### MISCELLANEOUS

TTLP reserves the right to change these Terms and Conditions from time to time in its sole discretion.

TTLP is not responsible for emailed gift certificates that do not reach their intended recipient for reasons beyond its control. Bounced email is not monitored. Receipt of email cannot be verified. TTLP can only verify receipt of the gift certificate, if the recipient of the gift certificate actually uses the URL enclosed in the email message to access the gift certificate using an internet browser.

TTLP, ITS AGENTS AND AFFILIATES, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CERTIFICATES, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A GIFT CERTIFICATE NUMBER OR BAR CODE IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND TTLP'S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH GIFT CERTIFICATE.

Gift certificates, and these Terms and Conditions, are subject to and governed by the laws of the Province of Ontario, without reference to its principles of conflicts of law.

This Agreement may not be assigned or transferred without the prior written consent of the other party. If any provision of this Agreement is adjudged to be unenforceable under law, the remaining terms and conditions shall survive in full force and effect. The parties acknowledge and agree that this Agreement supersedes any previous agreements between the Client and TTLP. No modifications or deletions of this Agreement shall be effective or binding on the parties unless in writing and executed by an authorized representative of TTLP.

Risk of loss will pass to the purchaser of the gift certificate upon the electronic transmission of such gift certificate to the recipient or purchaser.



## Schedule "A" – Standard Terms and Conditions

### 1. DEPOSITS AND PAYMENT

Full payment of the remaining balance (if any) shall be made on the day of the shoot. Payment may be made in-person with cash, cheque or online with credit cards or debit. Interest charges of 2% per month (24% per annum) apply on balances outstanding more than 30 days. Digital files will not be handed over until full payment has been completed. An additional fee will be applied to cheques that return as "NSF".

### 2. CONTRACT TERMINATION AND FAILURE TO COMPLY

This contract becomes effective upon the signing or written digital acceptance of terms (e.g. purchasing of a "gift certificate") by both parties. If the Client shall cancel this agreement more than twenty-one (21) calendar days before the scheduled photography date, any deposit paid will be refunded to the clients signing this contract. If cancelled less than twenty-one (21) days from the photography date, TTLP may elect to keep or refund the deposit. The due performance of the contract is subject to alteration or cancellation by TTLP owing to any cause beyond their control (i.e. sudden illness/injury). In the event of cancellation by or in the unlikely event of total photographic failure, TTLP liability shall be limited to a full refund of any deposits and fees paid.

### 3. DIGITAL FILES AND COPYRIGHT

A minimum number of digitally processed, non-watermarked images (fifteen (15) for non-wedding photography and fifty (50) for wedding photography) shall be handed over by TTLP to the Client within four weeks (30 calendar days) of the shoot date. These files shall be handed over via File Transfer Protocol (FTP), a web "link", digital media storage (CD, DVD, USB) or third-party storage service. Copyright of any and all digital files shall remain the exclusive property and possession of TTLP. TTLP hereby grants the Client non-exclusive and use/reproduction of the photographs for personal use, for which the Client pays, as noted above. TTLP does not grant permission for usage of the files as commercial works, nor may they be sold offline without expressed written permission from TTLP. For copyright points not specifically addressed in this contract, the Creative Commons "Attribution-Non-Commercial-NoDerivs 2.5 Canada" shall be enforced, a copy of which can be obtained here: <http://creativecommons.org/licenses/by-nc-nd/2.5/ca/>.

### 4. WEDDING-SPECIFIC CLAUSES

#### *Meals and Mileage*

The Client will be notified in advance if there are any additional charges due to travel mileage. The Client will provide a full guest meal for TTLP and one assistant for weddings lasting more than eight (8) hours, during the time when the dinner is being served to the wedding guests. These may be served in the dining room or at another location in the reception venue.

#### *Non-Compete*

Wedding guests of the Client shall be permitted to photograph before, during, and after the wedding as long as they shall not interfere with the photographer's duties. TTLP does not object to other reasonable photography occurring during the event as long as it does not keep TTLP from fulfilling this agreement and professionally covering the event. TTLP shall be the exclusive paid professional photographer retained by the client for the purpose of photographing the wedding preparations, wedding ceremony, formal and informal portraits, and the wedding reception. The Client shall be responsible for notifying anyone offering photography services of this clause and also enforcing this clause.

### 5. CLIENT CO-OPERATION AND ADDITIONAL PERSONS

The Client shall assist and cooperate with TTLP in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed; taking time to pose for photographs at TTLP's direction; providing a person to guide TTLP to desired persons and/or scenes; pre-shoot consultations, etc. TTLP shall not be responsible for photographs not taken as a result of the Client's failure to provide reasonable assistance or cooperation. TTLP shall consider any person or person(s) included in photographs at the Client's discretion to be a part of this contract and thus, has been given a verbal or written copy of the terms and conditions to which they have agreed.

### 6. MODEL RELEASE, PERMITS AND AUTHORIZATION OF MATERIALS

The Client grants TTLP and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the Client obtained in the completion of this contract, to alter the photographs without restriction; and to copyright the images. The Client hereby releases TTLP and its legal representatives, heirs and assigns from all liability and claims in connection with the images. Client authorizes TTLP to use any materials deemed necessary by TTLP to publicly showcase elements contained within this contract. This includes, but is not limited to base photographs, processed digital files and source design files. This authorization may be modified upon written notice by the Client and at the expressed written agreement of TTLP. In addition, The Client is responsible for acquiring all permits and necessary permission for all locations on which the COMPANY will be performing services.

### 7. SAFETY



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TTLP reserves the right to terminate coverage/photo session and leave the location of the event(s) if the photographer from TTLP experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the event(s); or in the event that the safety of the photographer from TTLP is in question.

#### **8. INHERENT QUALITIES**

Client is aware that color dyes in photography may fade or discolour over time due to the inherent qualities of dyes, as well as digital media (CD, DVD, USB) which may deteriorate due to delamination and oxidation, and the Client releases TTLP from any liability for any claims whatsoever based upon the deterioration due to such inherent qualities.

#### **9. LICENSES AND INDEMNIFICATION**

Client represents and warrants that it owns all right, title and interest in and to the copyright and trademarks and other intellectual property rights (Intellectual Property Rights) included in all materials provided to TTLP, or has acquired the necessary consents or licenses for the inclusion of the Intellectual Property Rights in the materials, to allow TTLP to exhibit, display, reproduce, or publish the materials as contemplated in this Agreement and the Client shall indemnify and save harmless TTLP from any damages or losses arising from any claims by third parties for breach of such representation and warranties.

#### **10. CHOICE AND LAW OF FORUM**

This Agreement shall be governed by the laws of the Province of Ontario.

#### **11. AGENCY**

In the event that the Client authorizes a third party Agency, the Client and the Agency shall be jointly and severally liable for any breach of the terms herein.

#### **12. MISCELLANEOUS**

The parties acknowledge and agree that the terms herein are confidential in nature and shall not be disclosed to any third party. This Agreement may not be assigned or transferred without the prior written consent of the other party. If any provision of this Agreement is adjudged to be unenforceable under law, the remaining terms and conditions shall survive in full force and effect. The parties acknowledge and agree that this Agreement supersedes any previous agreements between the Client and TTLP. No modifications or deletions of this Agreement shall be effective or binding on the parties unless in writing and executed by an authorized representative of TTLP.

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In consideration of the mutual covenants, warranties and agreements contained in this Agreement, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that this Agreement shall consist of the "Services Provided" sheet and the Standard Terms and Conditions attached hereto as Schedule "A" and any other written agreement between the parties attached as a schedule hereto and forming part of this Agreement.