MICHAEL YANG PHOTOGRAPHY portait photo sessions







Package 1

2 Hours Session
Site distance with in GTA
Unlimited RAW Digital Images
20 Profesionnal Edited Images

\$299

Package 2

5 Hours Session
Site distanc with in GTA
Unlimited RAW Digital Images
30 Profesionnal Edited Images

\$599

Package 3

8 Hours Session

Site distanc with in GTA, Mississauga Ajax & Newmarket

Unlimited RAW Digital Images
50 Profesionnal Edited Images

\$999

Additional Services

Professional editing - \$50/ set of 10 photos

Special art work - \$50 / photo

Extended photography session - \$150/h

Hairstyler & Makeup Service - \$250 & up

Park permit & admin charges - \$ // per location

Digital photo album setup - \$150 / book (printing extra)

** All terms & price are subject to change without prior notice **

Wedding Photography Package 3 - \$999

- 8 Hours Session / photographer
- Engagement, church, chapel & banquet session
- Site distance with in GTA, Mississauga, Ajax & NewMarket
- Unlimited RAW digital images
- 50 Professional edited images

Wedding Photography Package 2 - \$599

- 5 Hours Session / photographer
- Engagement, church, chapel & banquet session
- Site distance with in GTA
- Unlimited RAW digital images
- 30 Professional edited images

Event Photography Package 1 - \$299

- 2 Hours Session / photographer
- Site distance with in GTA
- Unlimited RAW digital images
- 20 Professional edited images

Baby & Family Photography - \$299

- 2 Hours Session / photographer
- Site distance with in GTA
- Unlimited RAW digital images
- 20 Professional edited images

A La Carte Package

- Custom package offers couples that are on a budget or desire complete design of their wedding package. This package starts with one lead photographer \$250/h and 2nd photographer of \$150/h both requires 2 hours minimum.
- Unlimited photos taken provided with unlimited RAW digital images & \$50/set of 10 professional editing photos

Note: Prices of all onsite photography packages are limited to be traveled with in Great Toronto, Mississauga & Scarborough areas else additional charges applies accordingly. Client picks its own location and also responsible to all park fees and admin charges. All prices are subject to change without prior notice. Michael Yang Consulting reserves the right of tipple.

Client Information:
Company:
Full First & Last Name:
Full First & Last Name:
Address:
Tel: (
eMail:
Event Detail:
☐ Wedding Photography Package A☐ Event Photography☐ Baby & Family Photography
Date (d/m/y): Time:
Event Location:
Event Location:
Event Location:
Special Request:
Event Location:
Special Request:
Special Request: Paid Deposit Amount: Charges: The package fee is based on the Michael Yang Consulting Price List and includes the photographs described therein. If the fee is not based on a package but is a session fee, all
Special Request: Paid Deposit Amount: Charges: The package fee is based on the Michael Yang Consulting Price List and includes the photographs described therein. If the fee is not based on a package but is a session fee, all photographer shall be billed in additional accordingly pre-arranged. The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shell be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.
Special Request:
Special Request: Paid Deposit Amount: Charges: The package fee is based on the Michael Yang Consulting Price List and includes the photographs described therein. If the fee is not based on a package but is a session fee, all photographer shall be billed in additional accordingly pre-arranged. The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shell be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Exclusive Photographer Terms & Conditions

The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the event. Guests, Family and friends of the Client shall be permitted to photograph as long as they shall not interfere with the Photographer's duties.

Deposit and Payment

The Client shall make a deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. Balance shall be paid in full during or before the event for the service to be provided.

Cancellation

Deposit is non-refundable at any circumstance. If the Client shall cancel this Agreement ninety (90) prior the event or more calendar days before the event date shell be presented with a written consent to Photographer. A \$300 cancellation fee will be applied if the Client cancels within thirty (30) days of the event date.

Copyright and Reproductions

The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, website, or for display within or on the outside of the Photographer's studio.

Client's Usage

The Client is obtaining prints for personal use only, and shall not sell said prints. If Client is obtaining a print for newspaper announcement of the wedding, editorial use or website, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall run a credit for the Photographer adjacent to the photograph.

Failure to Perform

If the Photographer cannot perform this Agreement due to a fi re or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

Photographer

The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or of scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.

Inherent Qualities

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

Photographer's Standard Price List

The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

Miscellany

This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the Ontario of Canada.

The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Signatures below are optional unless Terms and Conditions page is printed on a separate sheet of paper.

Terms And Conditions Of Use Electronic Arts

This is a legal agreement ("Agreement") between you ("Licensee") and one or more of the following entities: Michael Yang Consulting and its website michaelyang.ca (collectively hereinafter referred to as "website", "site" or "we") and website's member whose digital image you are purchasing (collectively hereinafter referred to as "licensor(s)", "copyright holder", "owner" or "website's member"). By downloading any digital images set to be used on the commercial basis from our website, you agree to be bound by the terms of this agreement. If you do not agree, click on your browser's Back button on the website to decline this agreement.

If you are entering into this agreement on behalf of your employer, the license granted and restrictions and limitations recited herein apply to your employer as well as to you as a representative of your employer. Should you cease working for your employer, your employer may continue to operate under this agreement.

Grant Of License

There are low-resolution digital images that are freely displayed on this website in its public sections (the "Low-Resolution Digital Media") and there are high-resolution images (the "High-Resolution Digital Media") that are displayed on (or can be downloaded from) this website only after the purchase has been made. In case license is purchased on behalf of your employer, licensor(s) grants you and your employer right to use the Digital Media. Licensee may create a digital library, network configuration, or similar arrangement to allow the Digital Media to be viewed by employees, partners and clients of Licensee only. Licensee may not utilize the Digital Media in any manner that is not expressly permitted in this license agreement. One copy of the Digital Media may be made for backup purposes only, but may be used only if the original Digital Media becomes defective, or is destroyed or otherwise irretrievably lost. Except as specifically provided in this license agreement, no Digital Media may be shared or copied.

The Low-Resolution Digital Media may be used in materials for Non-Commercial, Non-Editorial use and Test or Sample use. The Low-Resolution Digital Media may not be used in any final materials distributed inside of your company or any materials distributed outside of your company or to the public, including but not limited to, advertising and marketing materials or any online, broadcast or other electronic distribution system (except that you may transmit comps digitally or electronically to your clients for their review) and may not be distributed, sublicensed or made available for use or distribution separately or individually and no rights may be granted to the Low-Resolution Digital Media.

The High-Resolution Digital Media obtained with STANDARD COMMERCIAL-USE license may be used as a part of:

- (A) Limited run (under 5,000 copies) non-resale advertising and promotional materials (including packaging).
 - (B) Web advertisement or web page design element.
 - (C) Limited run (under 5,000 e-mails) electronic advertisement or newsletter.
 - (D) Limited run (under 5,000 copies) non-resale products or publications (electronic or print).

No High-Resolution Digital Media may be sublicensed, resold or otherwise made available for use or distribution separately or detached from a product or web page. For example, High-Resolution Digital

Michael Yang Consulting Photography 2019

Media may be used as an integral part of a web page design, but may not be made available for downloading separately or in a format designed or intended for permanent storage or re-use by website users. Similarly, clients may be provided with copies of High-Resolution Digital Media (including digital files) as an integral part of work product, but may not be provided with High-Resolution Digital Media or permitted to use High-Resolution Digital Media separately.

Licensee has the right to have the Digital Media reproduced by subcontractors of Licensee, provided that such subcontractors agree to abide by the restrictions of this Agreement.

Licensee may alter, crop, manipulate and create derivative works of the Digital Media. Licensee's rights to the Digital Media are worldwide and perpetual. Licensor reserves all rights not expressly granted to Licensee herein.

Licensee is allowed to include the Digital Media in any electronic template or application, including those which are web-based, where the purpose is to create multiple impressions of an electronic or printed product, including but not limited to, website designs, presentation templates, electronic greeting cards, business cards or any other electronic or printed matter.

Restrictions

Images may not be used on any item/product for re-sale.

Images may not be used on any item/product to be reproduced over 5,000 times.

Images may not be used as part of billboard, trade show or exhibit display.

Images may not be used in any defamatory, libelous or otherwise unlawful manner whether directly or in context or juxtaposition with specific subject matter.

Licensee may not sublicense or, sell any of its rights under this Agreement but Licensee may sell or license derivative works incorporating the Digital Media in accordance with the permitted uses. Licensee may not sell, license or distribute its work in such a way that Licensee's customer can extract or access the Digital Media as a stand-alone file.

Digital Media shall not be incorporated into a logo, trademark or service mark.

Licensee may not post the Digital Media online in a downloadable format.

The Digital Media may not be used in any illegal manner.

Warrantv

Licensor(s) or website make no warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Some states do not permit the exclusion of implied warranties, and you may have other rights, which may vary from state to state. Neither we nor licensors shall be liable to you or any other person or entity for any general, special, direct, indirect, consequential, incidental, or other damages arising out of this license or otherwise.

Licensee agrees to indemnify and hold Licensor and website harmless against all claims arising out of any breach of this Agreement.

All rights to the Digital Media are owned by Licensor(s), website does not own copyright to the Digital Media and acts as agent or distributor of the Digital Media. Licensor(s) are protected by United States copyright laws, international treaty provisions and other applicable laws. Licensor(s) retain all rights not expressly granted by this agreement. The Digital Media is licensed only to you or your employer if you are licensing on behalf of your employer. However, this license agreement and the license to use the Digital

Media may be transferred to another person or legal entity if the following conditions are met: you, or your employer if you are licensing on behalf of your employer, (a) transfer the Digital Media without keeping or storing any copy, (b) do not to utilize the Digital Media in the future in any manner, (c) transfer this physical agreement to the transferee; and (d) the transferee agrees to be bound by the terms hereof. The license contained in this license agreement will terminate automatically without notice from Licensor(s) or this website if you or your employer if you are licensing on behalf of your employer, fail to comply with any provision of this license agreement. Upon termination, you, and your employer if you are licensing on behalf of your employer, must immediately (a) stop using the Digital Media, and (b) delete any Digital Media and all copies of all of them from all magnetic media and destroy all other copies. Use of the Digital Media must be in compliance with all applicable law, including, but not limited to, laws and regulations relating to currency and the law of moral rights.