



GREEN EDGE STUDIO TERMS AND CONDITIONS – PHOTOGRAPHY AND ART

SECTION 1 – DEFINED TERMS

1. **Defined Terms.** In these Terms and Conditions, unless there is something in the subject matter or context inconsistent therewith, the following terms and expression will have the following meanings:
 - a. **Agreement** means an agreement for Work to be supplied by Green Edge to the Client.
 - b. **Client** means an individual or entity who has entered into the attached Agreement with Green Edge.
 - c. **Green Edge** means the sole proprietorship operating under the registered business name Green Edge Studio and includes its operators and employees where consistent with the context herein.
 - d. **Terms and Conditions** means the within terms and conditions.
 - e. **Quote** means a fee for service estimate provided by Green Edge to the Client.
 - f. **Work** means, but is not limited to, meetings, correspondence, conceptual and design work, photographs and artwork, photographic services, revisions, site visits, travel, research, and consultations as outlined in the attached Agreement and these Terms and Conditions.

SECTION 2 - SCOPE

2. **Scope of Work.** The Client agrees that the obligations of Green Edge to the Client are limited to those obligations outlined in the attached Agreement and these Terms and Conditions. In accordance with the Agreement and these Terms and Conditions, the Client agrees to pay for all Work undertaken by Green Edge.
3. **Changes to Work.** Should the Client wish to change the scope of the Work after executing an Agreement, the Client may make a request in writing to Green Edge. It shall be at the sole discretion of Green Edge to accept or decline the change in the scope of the Work requested by the Client. Should Green Edge accept a change in the scope of the Work as requested by the Client, the Client agrees to execute a new Agreement which shall provide the additional term and payment requirements.
4. **Unforeseen or Unexpected Work.** Quotes and Agreements are based on information provided to Green Edge at the time of initial consultation with the Client. All Quotes and Agreements are subject to change if new information is made available that in any way contradicts the information that was provided to Green Edge at the time of the initial consultation. Should it be required, at the sole discretion of Green Edge, that the Client enter into a new Agreement with Green Edge, the Client undertakes and covenants to execute such new Agreement.
5. **Cancellation of Work.** Clients may at any time suspend or cancel Work by providing notice in writing to Green Edge ("**Notice of Cancellation**"). All fees incurred by the Client for Work up and until Notice of Cancellation is received by Green Edge shall become due and owing immediately. In cases where Clients wish to have Green Edge resume Work, Green Edge reserves the right to require a new Agreement be entered into and executed by the Client.



6. **Third-Party Services.** Green Edge may introduce the Client to third-party consultants and contractors at its sole discretion. It is the Client's sole responsibility to arrange separate contracts with third-parties should they wish to utilize the services of any third-party. All third-party services or work fall explicitly outside the scope of the Work provided by Green Edge. Third-parties who perform any work or service for the Client do not act on behalf of Green Edge and Green Edge shall not be held responsible or liable for loss resulting from any service provided or undertaken by a third-party or any other aspect of the third-party's service, work, progress or conduct.

SECTION 3 – GREEN EDGE OBLIGATIONS

7. **Green Edge agrees as follows:**
 - a. To abide by the attached Agreement and these Terms and Conditions.
 - b. To perform all their obligations of the attached Agreement and these Terms and Conditions in a commercially reasonable manner and in a commercially reasonable amount of time.

SECTION 4 – CLIENT OBLIGATIONS

8. **The Client agrees as follows:**
 - a. To abide by the attached Agreement and these Terms and Conditions. The Client acknowledges and agrees that if they should fail to abide by the attached Agreement and these Terms and Conditions it may result in the suspension or termination of any agreement with Green Edge as determined at the sole discretion of Green Edge.
 - b. To provide Green Edge with up to date and accurate information at all times from the initial consultation with Green Edge to completion of the Work.
 - c. To provide Green Edge with the necessary information, permissions, and materials required to carry out the Work.

SECTION 5 – FEES AND PAYMENT

9. **Quotes.** All Quotes given by Green Edge are valid for thirty (30) days from the date that they are given to the Client after which time Quotes are subject to cancellation, withdrawal, or modification as determined at the sole discretion of Green Edge. Quotes are only valid for the specific scope of Work for which they reference. If the scope of the Work changes, any Quotes already given are immediately subject to change at the sole discretion of Green Edge.
10. **Deposit.** Before the commencement of any Work by Green Edge, the Client shall provide a non-refundable deposit to Green Edge in the amount of twenty-five (25%) percent of the total amount of the fees agreed to in the Agreement (the "**Deposit**"). Green Edge is under no obligation to begin Work until they have received the Deposit.
11. **Fees.** Clients agree to pay all fees for Work in the manner agreed upon in the attached Agreement and these Terms and Conditions, including billable hours (at the stated hourly rate) and any other additional costs and disbursements incurred by Green Edge on behalf of the Client as required to complete the Work.
12. **Payment.** Clients will be invoiced on a quarterly basis and/or upon completion of the Work. Payments are due thirty (30) days from the date of the invoice. Clients may make payment by cheque, bank e-transfer or credit card. Cheques are to be made out to Shannon Dyck, with



“Green Edge Studio” included in the memo line. Bank e-transfers must be emailed to “shannon@greenedgestudio.ca” with the invoice number included in the comments section. All credit card payments must be made in person.

13. **Late Payments.** Clients agree and undertake to pay interest upon any outstanding balance owing to Green Edge at a rate of 1.5% per month calculated monthly (19.56% per year), calculated from the date of the invoice.

SECTION 6 – LIABILITY

14. **Limitation of Liability.** Unless Green Edge is judged by a court of competent jurisdiction to have acted negligently or beyond the scope of the attached Agreement and these Terms and Conditions, Green Edge shall not be held liable for any direct, indirect or consequential damages of any nature during or after Work is performed. Clients waive any and all rights they may have to hold Green Edge, its successors or heirs, liable for any such damages.

For items being shipped, each shipment date is approximate, and Green Edge shall not be held responsible for any damages, delays, or losses of any kind resulting from the delivery of the items.

In the event of any fault arising from the Work undertaken by Green Edge, Green Edge shall have the right to remedy such fault in a commercially reasonable manner. If Green Edge is not advised of any faults by the Client within thirty (30) days of payment for the Work, the Client acknowledges and agrees that the Client shall be deemed to have accepted the Work as is.

15. **Liability Insurance.** Shannon Dyck, operator of Green Edge, shall maintain at her own expense professional liability insurance in an amount deemed appropriate by Shannon Dyck in her sole and absolute discretion.

Evidence of this insurance shall be provided to the Client upon written request made to Green Edge.

SECTION 7 – INTELLECTUAL PROPERTY

16. **Green Edge Knowledge.** Shannon Dyck, operator of Green Edge, retains all rights to the techniques, ideas, trade secrets, know-how, designs, photography, art-work, and creative works included in deliverables or that Green Edge may develop or supply in connection with the Agreement and/or these Terms and Conditions (the “**Green Edge Knowledge**”). Green Edge may use the Green Edge Knowledge for any purpose.

SECTION 8 – DIGITAL WORKS

17. **Digital Photographs, Images, and Creative Works.** Green Edge’s digital images are available for personal or commercial licence. All digital photographs, images, and creative works, regardless of medium, remain the exclusive property of Shannon Dyck, without limitation (“**Green Edge Images**”).
18. **Licences.** Licences are available for Green Edge Images exclusively from Green Edge at prices set by Green Edge from time to time. Licences provided by Green Edge for Green Edge Images are royalty free, perpetual, non-transferable, and non-exclusive, allowing for unlimited print and/or online impressions, usage on any media, with no expiry.
 - a. **Standard Personal Licence.** Green Edge may grant individual Clients the right to use specific Green Edge Images for their personal use (“**Individual Licensees**”). Individual

Licensees may download and print any specifically licenced Green Edge Images as many times as they would like. They may also crop or otherwise alter the licenced Green Edge Images to suit their final purposes. Individual Licensees may not share, forward, sell, or otherwise distribute the licenced Green Edge Images with the limited exception that Individual Licensees may distribute prints made from the licenced Green Edge Images as gifts.

- b. **Standard Commercial Licence.** Green Edge may grant individual Clients the right to use Green Edge Images for commercial use (“**Commercial Licensees**”). Commercial Licensees may crop, modify, adapt, reproduce, transmit, display, in whole or in part, the Green Edge Images or create derivative works for all uses in all media. Commercial Licensees may make a copy of the licenced images for internal back-up purposes, provided that any image-identifying information embedded with the digital file is retained with the file.
- c. **Multi-Seat Commercial Licence.** Green Edge may grant Commercial Licensees with a multi-seat license to provide multiple members of a team within the same organization or group access to licensed images (“**Multi-Seat Licence**”). No person or entity is authorized to store any Green Edge image on a server or content management system which gives more than one person simultaneous access to the image unless they have purchased a Multi-Seat License from Green Edge which pertains to the specific Green Edge image.

19. **Restrictions.** No licensee granted a licence pursuant to paragraph 18 above may do the following without obtaining prior written approval from Green Edge:

- a. Sublicense, sell, assign, convey or transfer any of their rights as a licensee.
- b. Sell, license or distribute the final product in such a way that permits the Licensee’s end-users to extract or access any image as a stand-alone unmodified file.
- c. Incorporate any image into a logo, trademark or service mark.
- d. Use any image in a pornographic, defamatory, libelous or otherwise illegal manner, whether directly or in context or juxtaposition with other subject matter and materials.
- e. Use any image in any manner prohibited by any international export laws, restrictions or regulations.
- f. Use the images for editorial purposes without including the following credit adjacent to the Image or included in audio/visual production credits “© Shannon Dyck (year)”.

20. **Limitations.** Due to variances in computer monitors, software, and other digital platforms, digital photographs and images produced for the Client may display differently on other monitors and devices. Colours may also vary slightly from printer to printer.

For best results, it is recommended that photographs are printed, unaltered, at a professional photofinishing lab at the recommended size.

21. **No Refunds for Digital Works.** Clients specifically understand and agree that no refunds or returns are available for digital works. Digital Works are final sales.

Should the Client choose not to use or print the Images, for any reason, fees for Work performed by Green Edge Studio remain payable by the Client to Green Edge.



SECTION 9 – PHYSICAL WORKS

22. **Photographic Prints, Artwork and Creative Works.** All photographic prints, artwork, and other creative works Green Edge produces have been created by Shannon Dyck. Creative works are sold “as is” and with the quality and condition portrayed in-person or on Green Edge’s website and affiliated web stores.
23. **Certificate of Authenticity.** Certificates of authenticity are available to Green Edge customers upon written request for photographic prints, artwork, and other creative works produced by Green Edge purchased by the Client.
24. **Limitations.** Photographic prints, artwork, and other creative works that are reproductions may vary slightly from the original.
25. **Satisfaction Guarantee.** If a Client of Green Edge is not satisfied, for any reason, with photographic prints, artwork, and other creative works that they have purchased from Green Edge, with the exception of Personalized Works as that term is defined herein, they may return the item for a full refund within thirty (30) days of payment. The Client is responsible for arranging the safe return of any unwanted items to Green Edge Studio’s address, the costs of which will be borne by the customer. Items must be returned in the condition they were received.
26. **No Refunds for Personalized Works.** Clients specifically understand and agree that no refunds or returns are available for personalized works, including but not limited to photobooks, framed works, or commissioned works (“**Personalized Works**”). Personalized Works are final sales.

SECTION 10 – PHOTOGRAPHY SERVICES FOR HIRE

27. **Contracted Photography Services.** Clients may hire Green Edge to provide photographic services at rates and on terms set by Green Edge from time to time (“**Contracted Photography Services**”). Contracted Photography Services are available for photography of natural areas, property, and/or people.
28. **Photo Release.** Clients shall be required by Green Edge to agree and sign photo release forms provided by Green Edge before Green Edge shall undertake any Contracted Photography Services.
29. **Terms of Use.** All images created through Contracted Photography Services shall remain the exclusive property of Shannon Dyck, without limitation. The terms of use of digital and physical images created through Contracted Photography Services are set out in Sections 8 and 9 of these Terms and Conditions, respectively.
30. **No Refunds for Contracted Photography Services.** Clients specifically understand and agree that no refunds or returns are available for Contracted Photography Services.

SECTION 11 – GENERAL PROVISIONS

31. **Interpretation.** Wherever the singular is used herein or within the attached Agreement, the same shall be construed as meaning the plural or an incorporated company where the context so requires.
32. **Headings.** The headings in these Terms and Conditions are for convenience of reference only and do not form part of these Terms and Conditions or otherwise affect the meaning or interpretation of these Terms and Conditions.

33. **Enurement.** The attached Agreement and these Terms and Conditions shall enure to the benefit of and be binding upon the parties hereto together with their respective heirs, executors, administrators, successors and assigns.
34. **Counterparts.** The attached Agreement and these Terms and Conditions may be executed by electronic means of transmission in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.
35. **Currency.** All dollar amounts referred to in the Agreement, Quotes, Invoices, and these Terms and Conditions shall be in Canadian funds.
36. **Assignment.** The rights of the Client hereunder shall not be assignable without the written consent of Green Edge. The rights of Green Edge hereunder shall not be assignable without the written consent of the Client.
37. **Amendments.** No modification or amendment to the attached Agreement or these Terms and Conditions may be made unless agreed to by the all parties hereto in writing.
38. **Laws.** The attached Agreement and these Terms and Conditions shall be governed and interpreted in accordance with the laws applicable in the Province of Saskatchewan and each of the Client and Green Edge irrevocably attorns to the jurisdiction of the Courts of Saskatchewan.