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Engagement Contract for Wedding Photography Services

Names of parties getting married: _____

Mailing address: _____

Wedding Date: _____ Wedding Ceremony Start Time: _____ Estimated duration: _____

Reception Start Time: _____ Estimated duration: _____

Contracting Parties: *Please note any address changes that may occur after the event.

Name (Primary): _____

Name (Secondary): _____

Address: _____

Address: _____

City: _____

City: _____

State, Zip Code: _____

State, Zip Code: _____

Phone: _____

Phone: _____

This agreement is between the above contracting parties, hereinafter referred to as the "Clients", and **Indelible Visions**, hereinafter also referred to as "Photographer(s)" and "Videographer(s)."

Event Information (additional venues will incur a \$50 + \$100/hour + travel additional charge.)

Event Venue #1: _____

Event Venue #2: _____

Event Date: _____

Event Date: _____

Start/End Time: _____

Start/End Time: _____

Address: _____

Address: _____

City: _____

City: _____

State, Zip Code: _____

State, Zip Code: _____

Phone: _____

Phone: _____

Event Venue #3: _____

Event Venue #4: _____

Event Date: _____

Event Date: _____

Start/End Time: _____

Start/End Time: _____

Address: _____

Address: _____

City: _____

City: _____

State, Zip Code: _____

State, Zip Code: _____

Phone: _____

Phone: _____

Event Day Primary Contact (name and number for a cell phone that will be turned on the day of the events)

Contact Name: _____

Cell #: _____

Alternate Contact Name: _____

Cell #: _____

Event Day Additional Contacts (names and numbers for cell phones that will be turned on the day of the events)

Contact Name: _____

Cell #: _____

Alternate Contact Name: _____

Cell #: _____

Primary and Additional contacts must be able to be contacted on and during the day of the wedding.

1. SELECTED PACKAGE: *(select one)*

<input type="checkbox"/> Package 1 \$1,950.00 (\$475 retainer fee) <ul style="list-style-type: none">• Up to 6 hours/2 photo-videographers/ single location,<ul style="list-style-type: none">◦ \$100/hour for additional time, additional locations: \$50 + travel + \$100/hour• Photos on custom USB drive with unlimited rights<ul style="list-style-type: none">◦ Edited & printed 8x10' photos for \$50.00 each additional, optional frame extra• 2 HD Videos on custom USB drive with unlimited rights<ul style="list-style-type: none">◦ Full ceremony by itself◦ Edited highlights of the day• Videos on playable DVD \$100 extra, additional copies for \$19.95
<input type="checkbox"/> Package 2 \$2,250.00 (\$625 retainer fee) <ul style="list-style-type: none">• All of package 1 above• Printed Photo Book of the Wedding Day• 1 high quality edited & printed 8'x10' photo of your choice
<input type="checkbox"/> Package 3 \$2,650.00 (\$825 retainer fee) <ul style="list-style-type: none">• All of packages 1 & 2 above• Printed Photo Album of edited selected images

Additional high quality edited 8'x10' prints available at \$50 each.

2. PAYMENT SCHEDULE: The aforementioned retainer fee is due at the time of signing of agreement. The remaining balance is payable in full any time prior to the earliest EVENT. In the event the CLIENT fails to remit payment as specified, **Indelible Visions** shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT(S). Returned checks will be assessed a \$45 non-sufficient funds fee.

*****Please Make All Checks Payable to: Indelible Visions*****

3. RETAINER FEE: A signed contract and retainer fee are required to reserve the dates and times of the EVENT(S). Retainer is to be paid at time of parties signing this contract. Payment of retainer fee reserves scheduled dates and times. Retainer is applied towards the contracted photography package upon completion of this contract. If, for any reason, client changes event date, the retainer can be transferred to new event date if photographer has the date available. In the event of the Clients canceling all Event(s), for whatever reason including, but not limited to acts of God, fire, extreme weather, break-up, and/or financial hardship, more than two (2) months ahead of the scheduled date of first event, the retainer fee will be returned less a \$100 service charge. **If the first Event is in less than two(2) months then the entire retainer fee is non-refundable. If there is a breach of contract by the CLIENT, the retainer fee is non-refundable.** The CLIENT shall also be responsible for payment for any of Indelible Vision's materials charges incurred up to time of cancellation.

4. PRICING: Services or merchandise not included in this initial contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from **Indelible Visions**.

5. ADDITIONAL EXPENSES: The Client shall reimburse **Indelible Visions** for any additional costs the photographer may incur for travel, parking, and other reasonable costs necessary to the performance of these services. All travel expenses are based on the distance between the EVENT location(s) and **Indelible Visions** studio address at 5801 FM 2325 Wimberley, Texas 78676. For the first EVENT, the first 20 miles round trip of travel are included. All miles in excess of 20 miles round trip are charged at \$0.54 per mile. Any time 15 minutes beyond the chosen package time will be compensated with an additional \$100/ hour in 1 hour increments for the extra time and photographs taken.

6. SCHEDULE: Our shooting schedule, style of working, and experience are designed to achieve a great set of wedding photos for the Clients, accomplished with good humor and enjoyed by all concerned. Both the Clients and the Photographers therefore agree that punctuality and cheerful cooperation are essential to producing outstanding photographic results. In cases where the wedding does not run on time (for example, extreme lateness by one of the Clients arriving to the church) we cannot guarantee to take our normal set of photos although in such circumstances we will do our absolute best to compensate. **The client agrees to confirm the schedule one-week prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from Indelible Visions by the CLIENT.**

7. SHOOTING TIME / ADDITIONS: The CLIENT and **Indelible Visions** agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the EVENT(S), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT.

8. MEDIA: Photographs and Video shall be shipped to the Client on USB memory. The client shall provide the photographer with a written list of the images from which any final edited photographs are to be prepared and/or printed, and specify the number and format(s) of the final photograph to be printed for each image.

9. COOPERATION: The Clients and the Photographer consent to happily cooperating and communicating with each other to achieve the best possible result within the understanding of this contract including but not limited to specifying persons and/or scenes to be photographed and taking time to pose for photographs at the Photographer's direction. The Photographer shall not be responsible for photographs not taken as a result of the Client's failure to provide reasonable assistance or cooperation. We recommend that the Photographer be provided with a helper (often the best man) who will point out key individuals to be photographed. The Photographer may also

require assistance in organizing family groups. The Clients also agree to give the Photographer sufficient warning of key events at the wedding to give the Photographer time to prepare e.g. Bouquet throwing, cutting the cake, speeches etc. Please note that not all guests at weddings like having their photo taken. In such cases the Photographer will use his discretion but cannot be held responsible for a lack of photos of these people.

10. MEALS: The Clients agree to provide a meal(s) for the Photographer(s) if the length of attendance exceeds five hours.

11. ARTISTIC CONTROL: The client understands that the quantity of photographs and video taken at the event can vary greatly and that wedding photography by nature is an art, subject to the creativity of the photographers and their personal artistic style. The client understands that he/she has chosen the photographers because of their photographic style, and will grant the photographers the right to exercise their creativity in the interest of creating the best images possible. The client understands he/she may not demand a refund, or a redo due to differences in artistic preferences of the final images.

12. UNFORESEEN SITUATIONS: In the event of an unforeseen medical emergency in which photographer can not photograph the event, photographer will make reasonable effort to arrange for a substitute professional photographer to conduct photography, or reschedule the photo shoot for another day. If the photographer cannot perform this agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to photographer's illness or injury, then the photographer will return all fees to the Client(s) (minus any costs already used i.e. plane tickets) but shall have no further liability with respect to this agreement. In the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, stolen, or otherwise lost or damaged without fault on the part of the photographer, the photographer agrees to reschedule another session to do a reshoot.

13. PRE-EVENT CONSULTATION: This normally happens at the time of booking. The Clients will outline broadly what is required and the Photographer will advise on planning, logistics and timings where needed. If desired the Clients are welcome to contact **Indelible Visions** for an additional chat closer to the time of the wedding (about 2 weeks) to iron out the remaining details. In any case we will contact you by phone a few days before the wedding to ensure that there have been no last minute changes.

14. Paparazzi Wedding Guests: All your guests will have digital cameras and all your guests will want to photograph the Clients. In the spirit of cheerful cooperation the Clients agree to give the Photographers precedence over the guests in order to take the photographs required for the wedding services described above. We cannot be held liable for a lack of wedding photos if guests taking their own photos of the Clients continually interrupt the Photographer's work.

15. SAFETY: **Indelible Visions** reserves to right to terminate coverage and leave the location of the EVENT(S) if the photographer from **Indelible Visions** experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT(S); or in the event that the safety of the photographer and/or crew from **Indelible Visions** is in question.

16. RESPONSIBILITIES: **Indelible Visions** is not responsible for compromised coverage due to causes beyond the control of **Indelible Visions** including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to **Indelible Visions**, rendering of decorations, or restrictions of the locations. **Indelible Visions** is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. **Indelible Visions** is not held liable for missed coverage of any part of the EVENT(S). **Indelible Visions** will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S).

17. HOUSE RULES: Note the Photographers are sometimes limited by rules imposed by registrars, ministers and venue management as to what can and cannot be done. For example some ministers insist that no flash photography is allowed, and others will insist that the Photographers shoot from a specific location. In such circumstances the Clients agree to accept the technical limitations that may be imposed on the equipment used. We advise the Clients to make themselves aware of the rules of the venue concerned and if necessary negotiate with the personnel concerned.

18. VENUE AND LOCATION LIMITATIONS: **Indelible Visions** is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on **Indelible Visions**. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; **Indelible Visions** will offer technical recommendations only.

19. PERMITS: The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which **Indelible Visions** will be performing services.

20. MODEL RELEASE: The CLIENT hereby assigns **Indelible Visions** the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising, educational and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images.

21. INTELLECTUAL PROPERTY: **Indelible Visions** retains copyright in the photographs and hereby grants the client unlimited exclusive rights to use, modify, and reproduce in any manner and for any purpose, private or commercial, the delivered photographs and videos. Client agrees to attribute **Indelible Visions** in any commercial use of the photographs or videos. Client understands that **Indelible Visions** may, at its discretion, use some or all the photographs and video for marketing, sales, demonstration, and educational use. **Indelible Visions** agrees not to use, resell, or make the photographs or videos available to third parties for any other purposes.

22. CAPTURE AND DELIVERY: **Indelible Visions** is not liable to deliver every image taken at the event. The determination of images delivered to the CLIENT is left to the discretion of **Indelible Visions**.

23. POST PRODUCTION AND EDITING: The final post production and editing styles, effects, and overall look of the images are left to the discretion of **Indelible Visions**.

24. LIMIT OF LIABILITY: In the unlikely event that the assigned photographer from **Indelible Visions** is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of **Indelible Visions**, **Indelible Visions** will make every effort to secure a replacement. Under normal circumstances a second photographer is there for the day anyway and this photographer will then shoot the day on his/her own. If both photographers are unavailable and a replacement photographer cannot be found then liability is limited to a refund of any payments received. The Photographers have working methods in place to prevent loss or damage to your images. However, in the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond **Indelible Visions's** control, including but not limited to camera, hard drive, or equipment malfunction, **Indelible Visions** liability is limited to the return of all payments received for the EVENT(S). The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. **Indelible Visions** is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

25. ENTIRE AGREEMENT: This agreement contains the entire understanding between **Indelible Visions** and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall

remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

26. APPLICABLE LAW:

This contract shall be governed by the laws of the State of Texas and any applicable U.S. Federal law.

SIGNATURES

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Primary Contracting Party Signature

Secondary Contracting Party Signature

Printed Name

Printed Name

e-mail address

e-mail address

Date of Signature

Date of Signature

Phone number

Phone number

Indelible Visions Signature

Date: _____