

Platt Photography Wedding Contract

ENTIRE AGREEMENT: This agreement contains the entire understanding between Platt Photography, hereafter identified as PP, & _____, hereafter signing with initials or identified as the Client. It supersedes all verbal or written, prior & simultaneous agreements between the parties. Changes to this agreement must be done in writing & signed by both parties. The package/ price list & any other documents or information stapled to this document are integral parts of this contract. Client will initial the end of each page to indicate that they have read and understand each section on the page.

RESERVATION: Upon your signature, PP will reserve the time & date agreed upon & will not make other reservations for that date & time. For this reason, a Reservation Deposit of 1/3 of the total contract price is due at signing and is non-refundable, even if the date is changed or wedding cancelled for any reason, including acts of God, fire, strike, & extreme weather. If the client requests to change the date or time of the wedding or any event related to the Wedding that PP has been contracted to shoot, the Reservation Deposit will be applied towards the new date if PP can accommodate the change. The Reservation Deposit is applied towards the contracted wedding photography total, the client understands & agrees that the entire amount owed for the wedding photography is due no later than 5 days before the Wedding Day. Client understands that if the balance is not paid by the due date, PP may choose NOT to photograph the Wedding Day or any of the remaining wedding package components not yet shot as described in the contract & there will be no liability to PP & no refund provided to the client for monies paid up to this point. No date is reserved until the deposit is received. Prices & packages are subject to change until the contract is signed & deposit received. Prices are locked once the contract is signed & deposit received.

PRE-EVENT CONSULTATION: The parties agree to pre-event consultations—initial meeting within 30 days of signing the contract & another within 30 days of the wedding date in order to go over last minute details, finalize the actual shooting times, locations, & Client request list (in writing) for specific photographs. I will make every effort to contact you, but it is the clients' responsibility to contact PP regarding all events & times. The client will be responsible for designating an "event guide" to identify to the photographer people of whom specific photographs are desired & are suppose to be in the group pictures, this person should be familiar with family members & friends of the couple. This person can be a member of the wedding party but mother or father is not recommended due to the emotional impact & responsibilities inherit with the event. This individual may want to attend pre-event consultations. (Strong personality & voice recommended.) The photographer will not be held accountable for not photographing desired people if there is no one to assist in identification or gathering of people for photograph(s). The bride and/or groom agree to set aside an agreed amount of time before the ceremony & afterward for photographs that cannot be obtained during the wedding including group shots. If the bride, groom, or member of the wedding party's late arrival prevents shooting to begin at the agreed upon time or results in desired images not being captured, the photographer shall not be held liable for this failure or for time lost. If the bride & groom choose not to see each other prior to the wedding ceremony, their shots together will be deferred until after the ceremony. Because a wedding is an uncontrolled event, PP cannot guarantee delivery of any specifically requested image(s). Client understands that due to the vagaries of the weather, available light, time restrictions, & willingness of subjects, PP cannot possibly guarantee that ALL requested photos will be taken.

COOPERATION: All parties agree to cheerful cooperation & communication for the best possible result within the definition of this assignment. Client is responsible for filling out any and all forms completely so that the photographer has all information necessary and to help to provide the best customer service possible. Any and all changes to the wedding party, events, etc...should be communicated to PP as soon as possible, failure to communicate important information to PP can affect the shoot and outcome of the event. PP is not responsible for information or situations they are not made aware of. PP should be notified of any potential conflicts or "touchy" family situations prior to the wedding day. PP is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to PP. The client is responsible for the conduct of their guests. The client will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information & cooperation with the photographer. PP agrees to fully cooperate with all other vendors. Coordination with other service providers is necessary to complete all the photography as scheduled. The clients should share the photography schedule with other service providers to make sure that there are no conflicts with times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

LIGHTING: PP is hereby conveying to the Client that lighting is key to producing quality photographs. While PP will use the appropriate flash units & camera settings, the Client understands that subdued lighting & "colored" lighting will affect

the outcome & tint of their photographs. PP will request to see the lighting to be used during the ceremony & reception prior to the wedding & will give recommendations on said lighting to produce the best possible photographs. PP may request the lighting be altered during the posed photographs. If the Client chooses to not take the advice of PP regarding lighting for photographs, PP will not be held liable for poor results.

SHOOTING TIME / ADDITIONS: The photography schedule & selected methodology are designed to accomplish the goals & wishes of the clients in a manner enjoyed by all parties. The Client & PP agree that cheerful cooperation & punctuality are essential to that purpose. Should the client or their parties not arrive on time or not be prepared to start shooting at the agreed upon time, this time is not eligible to be recouped or refunded and PP is not responsible for the images that are not taken due to the client or their parties' tardiness. PP is contracted to be present & ready to start shooting & end shooting at the agreed upon times regardless of other circumstances. PP requests to attend the rehearsal and requests a time frame or outline of the wedding and events. If the rehearsal time is used to do other things than rehearse..visit, decorate, etc...PP will obtain the information needed to do their job and leave. PP will provide a finalized photography time frame after the last consult with the client. PP time at the rehearsal is to scout the church, meet the officiator/coordinator, come up with a "game plan" for ceremony and reception shooting, investigate lighting, etc.....if you would like the event documented with photos, this must be ordered as an event and arranged prior to the rehearsal with PP.

HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or site management. Client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is the Client's responsibility; PP will offer technical recommendations only.

DIGITAL NEGATIVES & COPYRIGHTS: The photographs, digital negatives or prints produced by PP are protected by Federal Copyright Law (all rights reserved) & may not be reproduced in any manner without explicit written permission from PP. The clients must obtain written permission from & compensate PP if they, their friends or relatives publish or sell the photographs for profit. If the client or any agent for the client alters or edits ANY image taken by PP, PP still retains the legal Federal Copyright to the image and the image or images should not be posted with any claims that the image was produced by any other agency. Violations of this Federal Copyright Law will be persecuted to the full extent of the law. Editor or presenter, must give PP credit in the display of the images as the originator of the image regardless of editor. PP is not liable or responsible for replacing any uninsured product once it leaves our care. A back-up copy of digital proofs will be available for purchase for one year for \$10 per CD/DVD with packages & \$100 per CD/DVD without package. After one year digital negative files may be destroyed to make room for other clients' files & may not be available in any form. CD and DVD are used interchangeable in this document when referring to image storage methodology. Due to the size and number of files produced with wedding and event photography, client may be given CD's or DVD's of their ordered images based on the decision of PP.

TOUCH UPS: (CD/DVD's included with packages have very basic light & color balancing only.) All images ordered (except for above mentioned CD & other products outlined in pricing guide) are retouched for optimal color & skin tone, basic retouching for mild acne, shiny foreheads, laugh lines, & other small imperfections before printing. Although diligent efforts are made to avoid environmental problems & effects, all client-requested, extensive photographic touchups or alterations will only be performed at the client's expense. Such retouching may include but is not limited to, correction of hair/make up, environmental effects, clothing, reflections in glasses, opening closed eyes, removal/insertion of family members, hired wedding personnel, fixtures etc. Client may also request to purchase photographs that the photographer has added special filters to or client may request special filters added to a photograph. Said cost is \$10.00 per image.

PRINTS & PRODUCTS: Package products may be substituted upon request, and subject to an additional cost. Once your order is placed for your photos, package or album, the sale is final. If you have a special enhancement request-- please notify the photographer BEFORE making your order. Prints/products ordered may be picked up at the studio or mailed. Shipping, handling, & insurance of mailed products is at the clients' cost. Insurance is available & must be requested & paid for prior to the products being mailed. Upon notification, the clients must arrange for pick-up & delivery or pay for mailing of albums, prints & other products within a reasonable time period, not to exceed 30 days after notification. PP is not responsible for any damage that may be incurred while the proofs &/or other final products are in storage after said 30 days. PP is not liable or responsible for replacing any product once it leaves our care. (No products (included in the package or otherwise) will be mailed or allowed to be picked up until the balance of the wedding package & any additional items are paid for in full.)

CREATIVE LICENSE: Images are edited at the photographer's discretion, & delivered proofs may not include all images

shot. The photographer reserves the creative right to edit & release only those images deemed creditable as professional in quality & within the photographer's artistic standards. Photographer may handpick images to "finish" & enhance with specialty filters. These photographs are not included with any package CD but are available for purchase.

ALBUM or DVD slideshow DESIGN: When applicable, Clients will be asked to select up to 80-100 images for their album or DVD. Based on the number of pages in the album selected in your package, not all images selected will be put in the album or on the DVD. The number of images put in the album will be between 50-100 & will vary based on design and size of the album. Clients have the option to purchase more pages to be included in their album or upgrade the size of their album. Clients are asked to mark images that must appear in the album. Images in albums &/or the slideshow will be "finished" & may include artistic enhancements or touchups.

MODEL RELEASE: The client hereby grants to PP & its legal representatives & assigns the irrevocable & unrestricted right to use & publish photographs of the clients &/or wedding party for editorial, trade, advertising & any other purpose & in any manner & medium; to alter the same without restriction; & to copyright the same. The clients, representing themselves & all members of the wedding party, hereby releases PP & its legal representatives & assigns from all claims, profits, & liability relating to said photographs.

EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that PP will be the exclusive photography for the event. PP ultimate goal is to document your event with the best images possible as quickly and efficiently as possible. Because of time constraints & the need for subjects to give their full attention to the professional photographer, the formal photography time is for the express use of PP to capture the formal wedding portraits for the clients. Guest photographers are welcome with one caveat: The photographer will request your intervention if a guest is inhibiting our ability to fully document your wedding. The Client acknowledges that PP will not "hold a pose" for others to try to take a photograph. PP is not responsible for poor images due to flash or other interference from guests or guest's photography. PP will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography will seriously affect the quality of the photographs taken & increase the number of photos that must be taken and time spent arranging photographs. If the client is unable to control the conduct of their guests or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. The client understands that in such an event, no refunds will be made for time/photographs not taken. If PP equipment is damaged due to guest misconduct, legal action may be taken against said guest & wedding party. May the wedding coordinator or pastor request "no flash photography during the ceremony please" prior to the start of the wedding? _____

COMPLETION SCHEDULE: Digital processing takes approximately 2 weeks from the time of the shoot and/or time of an order. Your photographs will be on-line approximately 2 weeks following your wedding day. You will be contacted upon the completion of the upload. Galleries are online for one year and may be password protected for sensitive material or at your request. A longer processing time may be necessary for extensive requested retouching. Creation of DVD's takes approximately 30 days from the day the photo numbers are submitted to the photographer. All printing (including "Couple Books") takes up to 3 weeks once photos numbers are submitted to photographer. The terms of this agreement are valid for 6 months after the date of the event. If no correspondence has been received by that date, this agreement will be considered completed in full. Credits included with packages expire 180 days after wedding date. Credits and special offers not used are non-transferrable, non-refundable and are not redeemable for cash.

PURCHASE SPECIALTY DIGITAL NEGATIVES: If the Client desires a specialty enhancement of any or all images please notify the photographer for more information and pricing.

CD/DVD STORAGE: Upon receipt of a photo DVD, Client accepts all responsibility for archiving & protecting the photographs. Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. PP recommends you back up your images on another media format other than CD/DVD & making multiple copies of CDs/DVDs every year to insure the images for years to come. PP cannot be held responsible for the failure of CDs/DVDs due to mishandling. It is the client's responsibility to keep several copies of any CDs/DVDs in more than one location, and back the images up on another format such as a hard drive.

PAYMENTS: The client agrees that 1/3 of package price is required at the time of contract signature as a Reservation Deposit & agrees to the payment schedule of second payment of 1/3 60 days prior to wedding date and final payment 5 days prior to the wedding date. Client understands that payments are expected to follow the schedule outlined and that the

balance of any and all fees/costs are due 5 days prior to wedding. Checks are accepted. Credit card & debit cards are accepted with a 3% service fee per transaction. Client understands that non-payment for services rendered/products ordered or non-payment of the transaction balance 7 days after the wedding/event will result in client access to online galleries denied and no delivery digital or physical portions of the order until payment is made in full.

PENALTY FEES & CHARGES: There is a \$50 charge on checks returned for any reason. There is a \$35 late payment fee for any payments that are not postmarked or delivered to Platt Photography by the required date.

EXPENSES: Travel expenses, event, and extra wedding/event expenses, i.e....parking, admission, photographer fees, destination fees & any other fees or expenses related to any pre-wedding, wedding or reception photography or due to the venue as chosen by the client will be added to the wedding balance due. Mileage beyond 30 miles from Bryant will be assessed at 40 cents a mile.

RIGHT OF WITHDRAWAL/CANCELLATION/DATE CHANGE POLICY: The studio's discovery of information, changes, or other factors tending to or intended to circumvent its policies, or the complete lack of compliance to the obligations understood and agreed upon by the client gives Platt Photography rights to withdrawal from the event without financial penalty or refund to the client. Non-cooperation; changes of locations, facilities or times available; missed appointments; bad or returned checks, or late payments are examples of contributing factors. Should the studio initiate the withdrawal more than 60 days prior to the event/wedding--all fees and deposits will be returned except for the reservation deposit & the fair market value for all services/products already provided. \$25 an hour is billed for all other services, i.e. ...consultations, driving time, & other time related activities outside of the photography time. We will accommodate a date change if the new date is not already booked & we are available, if not, the fee schedule outlined is followed. If the client changes the date more than once, we have the option to immediately cancel the contract, with no fault to us & collect fees as outlined. Any products or services not yet paid for that have a balance or are greater than the amount paid thus far will be due immediately at time of cancellation. Failure to pay for services may result in non-delivery of unpaid products up to legal action being taken for the amount due.

If the client chooses to cancel the use of our services after signing the photography contract with us 90 days prior to the wedding--1/3 of the total fees are non-refundable plus any other cost for services rendered above will be due; 60 days or less prior to the wedding--1/2 of the total fees are non-refundable plus any other cost for services rendered above will be due. Less than 60 days, no refund will be returned.

LIMIT OF LIABILITY: While every reasonable effort will be made to produce & deliver outstanding photographs of the wedding/events, the entire liability of PP to the Client for any claim or loss arising from our lack of performance is limited to a refund to the Client of the amount paid for services as outlined above. Client must provide proof of the failure of Platt Photographer to uphold obligations as outlined in this contract for their claim. Digital images are NOT refundable due to their nature. In the unlikely event of severe medical, natural, or other emergency it could be necessary to retain a different photographer. PP will make every effort to secure a replacement photographer unless the client requests to do so on their own. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package minus costs for services already rendered. PP takes the utmost care with respect to exposure, transportation, and processing the photographs including using professional grade equipment and professional grade backup equipment. However, in the unlikely event those photographs have been lost, stolen, or destroyed for reasons within or beyond Platt Photography control, PP liability is limited to the return of all payments received for the event package minus costs for services rendered but not destroyed or lost. 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. There is no partial refund if Client does not use all of the time allotted for photographer in the package of choice or if client does not order products allotted for in package within the timelines of this contract.

PERFORMANCE: The performance of this contract on behalf of PP shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and / or conditions beyond its control.

SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, & the other provisions of the agreement shall remain in full force & effect.

AMENDMENTS: This contract has been freely negotiated & shall be recognized as the entirety of the agreement, & only those changes or modifications specifically placed in writing, attached, signed & dated by the Client & PP shall be recognized as amendments to this contract.

LAST WORD: The undersigned hereby acknowledge that they have received, read, & understand PP's current price list. Only PP and the bride & groom (or signers of this document) can discuss any problems and come to a solution to any issues that may arise.

Date of initial consult: _____ Date of final consult: _____

Package purchased: _____ (see attached initialed page of package details)

Additional pre-wedding purchases: _____

Total price: _____

Paid in 1/3 installments with first installment of _____ at this signing date: _____

2nd installment of _____ due on: _____

Final installment of _____ due on: _____

Wedding date is : _____ at _____ time at _____

Address of venue: _____

Our agreed upon beginning shooting time for the photographers the day of the wedding is: _____

Our understood departure time for the photographers the day of the wedding is: _____

Arranged photography will start at : _____.

Our photography plan is: _____

Additional events arrival and departure times below:

Event: _____ Arrival: _____ Departure: _____

Event: _____ Arrival: _____ Departure: _____

Event: _____ Arrival: _____ Departure: _____

Signature of bride or responsible party: _____ Date: _____

Signature of Platt Photography representative: _____ Date: _____