



10233 Warfield Street
White Plains, Maryland 20695
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www.Andres-Eye-Photography.com

WEDDING PHOTOGRAPHY AGREEMENT

Information

Ceremony Date and Time: _____ : _____ (am/pm)

Bride's Name: _____

Phone: (_____) _____ Fax:(_____) _____

Address: _____

_____ Zip _____

e-mail: _____

Groom's Name: _____

Phone: (_____) _____ Fax:(_____) _____

Address: _____

_____ Zip _____

e-mail: _____

Address after the wedding: _____

_____ Zip _____

Photography Session Starts: _____ : _____ (am/pm) Ends: _____ : _____ (am/pm)

Number of Expected Guests: _____

Other Photography Sessions agreed on: _____

Ceremony Location: _____

Ceremony Official and Contact Number: _____

_____ Phone: (_____) _____

Reception Location: _____

____/____

Reception Manager and Contact Number:

_____ Phone: (_____)_____

Bride’s Dress-up Location:

Wedding theme: *please specify color scheme / traditional / formal /informal / casual etc.*

Wedding Attire: *describe bride, groom and wedding party attire*

Photography fee agreed on: \$ _____ (*plus applicable expenses as described in the contract*). A deposit of 33% (\$ _____) is due when this agreement is signed, and the balance of the 67% due (\$ _____) is to be paid on the date of the wedding.

Additional Expenses: THE CLIENT *is responsible for all travel, accommodation, meal and transport costs unless provided by THE CLIENT.*

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

Includes a wedding consultation, photography coverage of your ceremony and reception by the Lead Photographer, a CD with edited lo-resolution images, \$100.00 credit towards your order for prints or other add-ons, and a viewing/ordering session to view your edited images and place your order.

- SILVER WEDDING PACKAGE**.....(up to four hours of coverage).....\$ 1,200.00
- GOLD WEDDING PACKAGE**.....(up to six hours of coverage).....\$ 1,400.00
- PLATINUM WEDDING PACKAGE**.....(up to eight hours of coverage).....\$ 1,800.00

1. ENTIRE AGREEMENT:

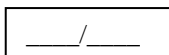
This agreement contains the entire understanding between ANDRES EYE PHOTOGRAPHY and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

2. RESERVATION:

Upon your signature, ANDRES EYE PHOTOGRAPHY will reserve the time and date agreed upon, and will not make other reservations during that time and date. For this reason, the Reservation Deposit of 33% is non-refundable, even if the date is changed or the wedding is cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due on the date of the wedding.

3. PROOF PHOTO CD DELIVERY:

After the wedding, ANDRES EYE PHOTOGRAPHY will provide THE CLIENT with a watermarked low resolution proof photo CD. This proof photo CD will contain photographs (in both color and black and white) taken at the event. All photographs will have a watermark embedded, prohibiting unauthorized use. THE CLIENT should as soon as possible provide ANDRES EYE PHOTOGRAPHY with a list of



desired images to be printed, enlarged and/or digitally manipulated (*corresponding to the amount of prints agreed upon in this contract*). The list should specify which images should be in color, black and white or sepia. Printing of photographs cannot commence prior to ANDRES EYE PHOTOGRAPHY receipt of this list. THE CLIENT agrees if the balance is not paid on the date of the wedding, ANDRES EYE PHOTOGRAPHY will NOT make a final delivery of selected prints, incurring no liability to ANDRES EYE PHOTOGRAPHY and resulting in loss of reservation deposit by THE CLIENT.

4. CANCELLATION:

In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the deposit will be forfeited. ANDRES EYE PHOTOGRAPHY agrees to refund all additional paid money (*less expenditures for which receipts will be provided*), to THE CLIENT.

5. PRE-EVENT CONSULTATION:

The parties agree to a pre-event consultation before the wedding date in order to finalize the actual shooting times and locations.

6. EVENT GUIDE:

THE CLIENT will be responsible for (*or have someone designated for this responsibility*) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

7. 90 MINUTE WINDOW:

The bride and/or groom agree to set aside at least *30 minutes* before the commencement of the wedding ceremony and a *60 minute* time frame afterward for photographs that cannot be obtained during the ceremony or reception. The *60 minutes* following the ceremony includes group photographs. If either the bride or groom arrived late (*or any other reason outside of the photographer's control*) that prevents this *90 minute* window from occurring, ANDRES EYE PHOTOGRAPHY will not be held liable for failure to take desired photographs.

8. COOPERATION:

The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. ANDRES EYE PHOTOGRAPHY is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to ANDRES EYE PHOTOGRAPHY. ANDRES EYE PHOTOGRAPHY recommends that THE CLIENT designate an "event guide" (*see PRE-EVENT CONSULTATION above*) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

9. SHOOTING TIME/ADDITIONS:

The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and ANDRES EYE PHOTOGRAPHY agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, ANDRES EYE PHOTOGRAPHY will not be held liable for any photographs not taken.

10. HOUSE RULES:

The photographer is limited by the guidelines of the ceremony official or the reception site management. THE 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; ANDRES EYE PHOTOGRAPHY will offer technical recommendations only.

11. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS:

The photographs, digital negatives or prints produced by ANDRES EYE PHOTOGRAPHY are protected by Copyright Law (*all rights reserved*) and may not be reproduced in any manner without ANDRES EYE PHOTOGRAPHY's explicit written permission. Upon final payment by THE CLIENT, limited copyright ownership of the resulting images will be transferred to THE CLIENT under the following conditions:

The negatives and/or slides are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.

THE CLIENT must obtain written permission from, and compensate ANDRES EYE PHOTOGRAPHY prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

12. MODEL RELEASE:

THE CLIENT hereby assigns and grants ANDRES EYE PHOTOGRAPHY and its legal representatives 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 or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases ANDRES EYE PHOTOGRAPHY and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that ANDRES EYE PHOTOGRAPHY may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by ANDRES EYE PHOTOGRAPHY.

13. EXCLUSIVITY/GUEST PHOTOGRAPHY:

It is understood that ANDRES EYE PHOTOGRAPHY will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by ANDRES EYE PHOTOGRAPHY, THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographers are in session. ANDRES EYE PHOTOGRAPHY suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of ANDRES EYE PHOTOGRAPHY to capture the formal wedding portraits. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography cannot be permitted. ANDRES EYE PHOTOGRAPHY will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar during the time ANDRES EYE PHOTOGRAPHY equipment is being packed up. In return for this consideration ANDRES EYE PHOTOGRAPHY insists no other guest photography take place when or where ANDRES EYE PHOTOGRAPHY is working. No other guest/photographer using professional equipment will be allowed by ANDRES EYE PHOTOGRAPHY at any time during the wedding. ANDRES EYE PHOTOGRAPHY reserves the right to stop any photographic services paid for and leave the function should any other person take photographs with any professional equipment, with the deposit being forfeit.

14. GUEST COOPERATION:

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 and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

ANDRES EYE PHOTOGRAPHY 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 may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, 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 granted.

15. COMPLETION SCHEDULE:

The printing process can only start once ANDRES EYE PHOTOGRAPHY receives the order list for the required images. Digital processing takes *approximately 3 weeks*. Creation of a wedding album takes *4-8 weeks*, enlargements *1-2 weeks or possibly longer* when laboratory and bindery schedules are heavy.

____/____

16. PAYMENTS:

THE CLIENT agrees that 33% deposit is required at the time of contract acceptance and 100% of the remaining balance is due on THE CLIENTS wedding day.

17. FINAL DELIVERY:

ANDRES EYE PHOTOGRAPHY will deliver the prints and any additional material once printing is completed. ANDRES EYE PHOTOGRAPHY will also deliver a CD with the high resolution negatives of all selected printed images. In addition to this, ANDRES EYE PHOTOGRAPHY will include a CD with low resolution digital negatives of all photographs not selected for printing. High resolution prints of these images can be ordered from ANDRES EYE PHOTOGRAPHY at the specified tariffs. Any special shipping costs will be paid for by THE CLIENT.

18. METHOD OF REMUNERATION:

Payment may be made in cash, money order, credit card or check made payable to ANDRES EYE PHOTOGRAPHY:

PROOF OF PAYMENT TO BE PROVIDED ON REQUEST

19. PURCHASE OF DIGITAL NEGATIVES:

If THE CLIENT desires a copy of the additional digital negatives (*images not selected for the paid package*) in high resolution, these images may be purchased at a specified cost and will be supplied on CD. A low resolution digital negative CD will be given FREE with purchase of a Silver, Gold, Platinum or Higher Packages

20. PENALTY FEES & CHARGES:

There is a \$50.00 *late payment fee* for any payments that are not postmarked or delivered to ANDRES EYE PHOTOGRAPHY by the required date.

21. RIGHT OF WITHDRAWAL:

ANDRES EYE PHOTOGRAPHY's discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should ANDRES EYE PHOTOGRAPHY initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, \$100.00 an hour is charged for all photography services already provided and \$75.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

22. LIMIT OF LIABILITY:

In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. ANDRES EYE PHOTOGRAPHY will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a 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.

ANDRES EYE PHOTOGRAPHY takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond ANDRES EYE PHOTOGRAPHY control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. 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.

23. NON-GUARANTEE:

Although every possible care will be taken to produce photographs of all important and special events during the wedding, ANDRES EYE PHOTOGRAPHY cannot place an unconditional guarantee on the above. ANDRES EYE PHOTOGRAPHY will not be held responsible for any ruined photographs due to

____/____

guest's (or any other) flashes; or any other ruined photographs due to any other cause in or outside of ANDRES EYE PHOTOGRAPHY control.

24. PERFORMANCE:

The performance of this contract on behalf of ANDRES EYE PHOTOGRAPHY 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.

25. 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, and the other provisions of the agreement shall remain in full force and effect.

26. AMENDMENTS:

This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and ANDRES EYE PHOTOGRAPHY at the time of acceptance of this contract shall be recognized as amendments to this contract.

27. REPRINT ORDERS:

Reprints of photos (or additional prints of photos not included in the package, but which is part of the additional low resolution images provided on CD) may be ordered at the following rates:

4 X 6 Print \$ 7.99

5 X 7 Print \$ 11.99

8 X 10 Print \$ 23.99

Wallet Print \$ 2.49

Photo Book 8 1/2 x11 (w/30 pages) starting at \$ 249.99

Additional lo-res CD \$ 39.99

Additional Image Manipulation \$ 50.00 per hour

High Resolution DVD of wedding photos \$ 500.00

Additional Overtime \$ 200.00 per hour

(Please note that these prices are subject to change without any prior notice.)

28. PROFESSIONAL IMAGE MANIPULATION:

ANDRES EYE PHOTOGRAPHY will allow for limited professional image manipulation (if technically possible) on any _____ images of THE CLIENT'S choice. This includes opening of individual's eyes, red eye removal, de-ageing, removal of people and/or objects, insertion of missing people and/or objects, color correction, special effects, portrait glamorization etc. It is understood that if a technicality prevents ANDRES EYE PHOTOGRAPHY from performing requested image manipulation, or if a technicality prevents the final result to meet THE CLIENT'S requirement, THE CLIENT will reside with the fact that ANDRES EYE PHOTOGRAPHY has performed to its best ability with regard to the specific task and that ANDRES EYE PHOTOGRAPHY has no further responsibility towards said image manipulation.

29. TRAVEL FEE CALCULATION:

Travel fees are calculated on the normal expected travel time to get to and from the main wedding site from ANDRES EYE PHOTOGRAPHY's office or residence, whichever is closer on the wedding date. There is no travel time if the wedding is within 25 miles. Travel time is computed at \$40.00 per hour.

____/____

Note: at \$3.00 plus per gallon and gas usage at highway speeds, four gallons per hour, this is reasonable travel time expense.

30. CALCULATION OF FEES:

Calculate the total fees by completing the worksheet and determine the deposit amount.

Fee Worksheet

Package.....\$ _____

Additional time (\$200.00 per hour)..... _____

High Resolution Digital Images DVD _____

Low Resolution Digital Images CD (images selected)..... _____

Additional Prints:

a. (8x10)___ x _____

b. (5x7)___ x _____

c. (4x6)___ x _____

d. (Wal)___ x _____

Additional items:

a. _____

b. _____

c. _____

Additional expenses:

a. _____

b. _____

c. _____

Shipping costs..... _____

TOTAL.....\$ _____

DEPOSIT(33%).....\$ _____

____/____

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

Name _____ Date ____/____/____

Signed _____ (CLIENT *responsible for payment*)

Name _____ Date ____/____/____

Signed _____ (*Witness*)

Name _____ Date ____/____/____

Signed _____ (*for ANDRES EYE PHOTOGRAPHY*)

