

Farley Photography

Wedding Photography Agreement

CLIENT(S) INFORMATION

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

State _____, Zip: _____ State _____, Zip: _____

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

Email: _____ Email: _____

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

Every client's photo session and event has unique requirements. This agreement is put in place to provide you the peace of mind in knowing exactly what your agreement with Farley Photography entails and to ensure that we are able to meet all your expectations. Please read it carefully, keep a copy for yourself, and provide us with a signed copy for our records. If this agreement does not meet your needs, contact us and you will receive our full attention and consideration as we work together to adapt it to your unique situation.

RESERVATION: A signed contract and 50% retainer fee are required to reserve the dates and times of the wedding. If the wedding is rescheduled, postponed, or cancelled, or if there is a breach of contract by the client(s), and if Farley Photography, in exercising due diligence is unable to recoup the loss in value, the retainer fee is non-refundable and will be liquidated damages to Farley Photography.

WEDDING SCHEDULE: The client(s) agrees to confirm a detailed schedule at least one week prior to the wedding. Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from Farley Photography by the client(s).

SAFETY: Client(s) agrees to assume all risks and agrees to discharge Farley Photography from liability for damages to property or injury to persons arising from the negligence of any party. Farley Photography reserves the right to terminate coverage and leave the location of the wedding if the photographers from Farley Photography experiences inappropriate, threatening, hostile, or offensive behavior from any person(s) at or in the event such that the safety of the photographers from Farley Photography is in question.

SHOOTING TIME / ADDITIONS: The client(s) and Farley Photography 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(s) does not arrive at the appointed time for the wedding, shooting will commence at the scheduled start time and end at the scheduled end time nonetheless. All additional time beyond the scheduled end time will be billed to the client(s).

EXPENSES INCURRED: When applicable, the client(s) is responsible for all fees and costs related to the location choice. Example would be for State/National Park entrance fees and destination weddings.

PERMITS: The client(s) is responsible for acquiring all permits and necessary permission for all locations on which Farley Photography will be performing services.

TRAVEL EXPENSES: All travel expenses are based on the distance between the location(s) and the Farley Photography address. For all weddings within the Colorado Springs location are included. All miles in excess of Colorado Springs, are charged at \$0.75 per mile one way.

LODGING: The client(s) is responsible for the lodging of Farley Photography representatives the day before or after if the client(s) schedule requires Farley Photography to leave from Farley Photography's office prior to 6:00 am or arrive back after 1:00 am.

MEALS AND BREAKS: Farley Photography representatives are entitled to a 15-minute break every 4 hours and bathroom breaks as needed. Each representative must be provided with a meal on site or reserves the right to go off site for 45 minutes.

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

VENUE AND LOCATION LIMITATIONS: Farley Photography is limited by the rules and guidelines of the location(s), and the client(s) agrees to accept the technical results of those limitations. The client(s) is responsible to negotiate any modification to the location(s) rules and guidelines desired; Farley Photography will offer technical recommendations only.

OTHERS CAMERAS: Farley Photography is retained as the sole and exclusive photographers to perform the photographic services herein. The customers must take all necessary steps to ensure that this provision is enforced or to obtain approval from Farley Photography to be excepted from this provision.

COPYRIGHTS: The photographs produced by Farley Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Farley Photography's explicit written permission. All wedding contracts with Farley Photography include a print and display release, and grant the client(s) permission to print and display the images for personal use. The client(s) may not alter any image, sell any image, or otherwise use the image for financial gain.

MODEL RELEASE: The client(s) assigns Farley Photography the irrevocable and unrestricted right to use and publish photographs of the client(s) or in which the client(s) and their guests may be included, for editorial, trade, advertising, educational, or any other purpose and in any manner or medium; to alter the same without restriction; and to copyright the same without restriction. The client(s) releases all claim to profits that may arise from use of the images.

LIMIT OF LIABILITY: In the unlikely event that the assigned photographers from Farley Photography is unable to perform to the agreement of this contract due to an act of God or other cause beyond the control of Farley Photography, Farley Photography will make every effort to secure a replacement. 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 wedding. In the unlikely event that digital files are lost, stolen, or destroyed for reasons beyond Farley Photography's control, including but not limited to camera, hard drive, or equipment malfunction, Farley Photography's liability is limited to the return of all payments received for the wedding. The limit of liability for a partial loss of originals will be a prorated amount of the images lost based on the percentage of total number of images lost. Farley Photography is not responsible for the loss of images beyond the lesser of the final delivery of all products included in the package.

MEDIATION: If for any reason you are not satisfied with your photography, you agree to mediate you concerns with a certified mediator prior to legal action.

CAPTURE AND DELIVERY: Farley Photography is not responsible to deliver every image taken at the event. The determination of images delivered to the client(s) is left to the discretion of Farley Photography.

POST PRODUCTION AND EDITING: Farley Photography will attempt to accommodate client(s) requests, but reserves the right to assess additional fees for extensive editing. The final post production and editing styles, effects, and overall look of the images are left to the discretion of Farley Photography.

DELIVERABLES: Farley Photography will deliver approximately 50 edited, full-resolution JPEG files per hour of shooting. The JPEG files will be delivered as quickly as possible and within 12 weeks after the wedding date.

PAYMENT SCHEDULE: The aforementioned 50% non-refundable retainer fee is due at the time this agreement is signed. The remaining balance is to be paid in full no later than 1 week prior to the wedding date. In the event the client(s) fails to remit payment as specified, Farley Photography has the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the wedding. Returned checks will be assessed a \$100 non-sufficient funds fee.

PRICING: Services or merchandise not included in this initial contract will be sold at the current price when the order is placed.

_____ found to be invalid or unenforceable, the remainder of this agreement remains 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 does not constitute a waiver of any other portion or provision of this agreement. If for any reason you are not satisfied with your photography, you agree to mediate you concerns with a certified mediator prior to legal action.

I _____, agree to the above stated contract and hold this contract in binding by signing below.

Signature: _____ Date: _____/_____/_____

Witness Signature: _____ Date: _____/_____/_____