



WEDDING PHOTOGRAPHY AGREEMENT

Entire Agreement: This agreement contains the entire understanding between Studio 316 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 involved. If the parties want to waive one provision of this agreement that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

Reservation: A signed contract and the following payments - 30% Down-payment - are required in order to reserve the specified coverage.

Pre-Event Consultation: The parties agree to a pre-event consultation which shall take place approximately one month prior to the wedding date in order to finalize the photography times, locations, and CLIENT's request list (in writing) for specific photographs.

Cooperation: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Studio 316 photography recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the wedding that they wish to have photographed. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying those individuals or gathering them for photographs. Studio 316 photography is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Studio 316 photography.

Copyrights: Until Final Payment for services rendered is received, the photographs produced by Studio 316 photography are protected by Federal Copyright Law (all rights reserved) and may not be used in any manner without Studio 316 consent and 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 photographic images are the property of the CLIENT for personal use and for the purposes of reproduction in order to give photographs to friends and relatives.

-The images are not to be sold or used for a profit.

-The CLIENT must obtain a written permission form and compensate Studio 316 photography prior to the CLIENT or their friends and relatives publishing the photographs.

Exhibition: CLIENT grants Studio 316 photography permission to display selected images resulting from this assignment as an example of Studio 316 photography's work and for entrance into photographic competition. CLIENT thereby releases all claims to profits that may arise from such use of the selected images.

Model Release: The CLIENT hereby grants to Studio 316 photography and its legal representatives and assigns, 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 and any other purpose and in any manner and medium; and to copyright the same. The CLIENT hereby releases Studio 316 photography and its legal representatives and assigns from all claims and liability relation to said photographs.

Exclusive Photographer: The Photographer shall be the exclusive photographer retained by the CLIENT for the purpose of photographing the wedding. Family and friends of the CLIENT shall only be permitted to photograph the wedding as long as they shall not interfere with the Photographer's duties. The only time anyone aside from Studio 316 photography is allowed to take photographs is during candid moments in which Studio 316 photography has not instructed anyone for the photograph. A critical photograph can be obstructed by a guest trying to get that same shot. The Photographer reserves the right to limit access of other photographers, amateur or otherwise. The hiring of another photographer, professional or amateur, by the CLIENT without notifying Studio 316 photography voids the Agreement. In this event, Studio 316 photography is not required to cover the event or return the paid photography fees.

Studio 316 will NOT tolerate any other hired photographers, amateur photographer, shooting at the events. If this case happens, here is our standard operating procedure.

- Tell the photographers to stop shooting.
- If they don't stop shooting, advise bride or groom, coordinator involved, go to person.
- Still don't stop shooting, Studio 316 will leave the premises immediately and client advised to check the signed contract for further procedures.

In the event that the family/guests are taking photos, Studio 316 is NOT responsible for ruined photos, obstructed photos, photos ruined due to separate flashes going off.

Photo Cooperation: In the event that on the day of the event the client has asked us to stop taking photos due to weather, dress malfunction, drama, or any situation out of our control, the photographer is not held responsible for images not taken that would have normally been taken during that time. In the event that a special interactive activity (can include but not limited to, giving of gifts, special dances, announcements) happens, that the photographers were unaware of or was not mentioned in the questionnaire that was filled out, Studio 316 will not be held responsible for those shots.

Food: Wedding Contracts that are contracted out longer than 6 hours are required to provide a meal for the photographers on site. This does not have to be a plated meal but can be a vendor meal/"sack lunch". The photographers need to be given this meal at the same time the bride & groom eats, so that the photographers are then able to cover all the events as they happen. If the photographer is given a meal after all the guests, bridal party has been served and the next portion of the event has started (i.e. toasts, cake cutting, first dances), those shots will be missed if they have not had a chance to eat.

Tardiness: In the event that the client is tardy to do hair/makeup/elements out of our control, the shots missed are not guaranteed due to time constraints.

Limit of Liability: In the unlikely event that the Photographer is injured or becomes too ill to photograph the event, Studio 316 photography will make every effort to secure a replacement photographer. 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. Studio 316 photography takes the upmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Studio 316 photography's control, Studio 316 photography's liability is limited to the return of all payments received for the event package. 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.

Penalty Fees and Charges: There is a \$50 charge on checks returned for any reason. Studio 316 photography is not held responsible for items lost by the US Postal Service/UPS or invalid addresses on contact forms. In this event, the CLIENT must pay \$50 for the second set of CD/DVDs and shipping costs. In the event that Studio 316 photography stays longer than agreed upon at the event due to the CLIENT's schedule (example: client arriving late and all photographs pushed back due to the time it takes to get ready), the CLIENT will compensate Studio 316 photography per hour at a rate of \$200 due on the day of the event. If this compensation is not received, the digital images from the event will remain Studio 316 photography's property and will not be released to the client. A \$25 per day late fee will be charged on any late payments.

Security Deposits: In the event of cancellation, the security deposit paid is non-refundable. It shall be liquidated damages to Studio 316 photography in the event of a breach of contract by the CLIENT. The CLIENT shall also be responsible for payment of any Studio 316 photography material or charges incurred up to the time of cancellation.

Method of Cancellation: In the event of a cancelled or rescheduled wedding, Studio 316 photography requires notification in writing signed by the contracted party, sent via Certified Mail by the United States Post Office, prior to the original wedding date. This is the method of cancellation agreed upon by all signing parties and the only method of cancellation that will be accepted. In the event of a cancellation or postponement within 365 days of the event, the total amount agreed upon in this contract is due as scheduled and is non-refundable.

Wedding Date Change Policy: In the event that your wedding date has been changed after the signing of this agreement, it is up to Studio 316's discretion if the same package amount applies for the second wedding date. Since dates are based on time of season and availability, additional funds may be necessary to book a new date. In the event that Studio 316 is not available for the new date, the deposit is non-refundable. In the event that the date is closer than 365 days the total amount agreed upon in this contract is due as scheduled and is non-refundable.

Completion Schedule: Editing and CD/DVD creation takes approximately four to six weeks. If completion will take longer for any reason, Studio 316 photography will notify the client as soon as possible.

Engagement Sessions

Weather Policy: In the event of weather conditions that are out of our control: If the client has been contacted and advised to reschedule due to the photographer's concerns about weather, and the client still proceeds with the session and it rains, limiting the time and or photos that were able to be taken, the client will be charged for an additional session at the photographer's hourly rate to reschedule or shoot additional photos. Due to photography equipment, it is up to the photographer's discretion if bad weather persists to cancel the session, during the session.

If the client has been contacted and advised to reschedule due to the photographer's concerns about weather, and the client decides to go ahead and reschedule, the client will not be charged to do so. The client will then be put on first alert for their engagement session and able to have their session even on non-session days.

Props: The client is responsible for bringing any props that they would like in their photos. In the event that the client has forgot a prop for the session and wants photos with that prop, the client will be charged for an additional session at the photographer's hourly rate to reschedule or shoot additional photos.

Appearance: In the event that the client would like additional photos due to appearance out of our control (hair/makeup, etc.) in the previous session, the client will be charged for an additional session at the photographer's hourly rate to reschedule or shoot additional photos.

Locations: If you have more than one location for your engagement session, the travel time going from destination 1 to destination 2 and so forth does count towards the total amount of the session time.

Location Access and Fees: If the client wants to do a session at a location that charges for access, the client will be responsible to cover fees associated with shooting there, and all parking fees. They are also responsible for organizing the access and any permits related to doing so.

Outfits: Although there are no additional fees for additional outfits, the amount of time it takes to change into those outfits does count towards the total amount of the session time.

Tardiness: In the event that the client is late to the appointment set, the client's session will still be for the same scheduled ending time.

Engagement sessions will be sessions geared towards the couple. Individual headshots, portraits of pets, houses, landscapes and all other shots not geared towards the couple will not be taken.

Completion Schedule: Editing and CD/DVD creation takes approximately four to six weeks. If completion will take