

**Terms and Conditions of Contract**

The word "Studio" refers to Photographer and Videographer in this contract.

It is understood this Studio is the exclusive official Photographer/ Videographer retained to perform the photographic and or video services requested in this Contract. You give our Studio priority over any others for any camera equipment positioning or other matters relating to the quality of the photo and video coverage.

Upon signature, the Photographer/ Videographer shall reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, unless the Studio is able to fully replace the canceled reservation, all deposits are non-refundable, even if the date of the wedding is changed or the wedding is canceled for any reason.

If the Studio cannot perform this contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to illness or emergency, then the Studio shall return the deposit to the Client but shall have no further liability with respect to this Contract. This limitation on liability shall also apply in the event that photographic/ video materials are damaged in processing or lost through camera malfunction, failure to provide any proofs, copies, or other visual presentations due to negligence, carelessness, accident or any other avoidable or unavoidable action mentioned or unmentioned by any other individual or any other service agency, necessary in performing the functions set forth in this contract. In the event the Studio fails to perform for any other reason, the Studio shall not be liable for any amount in excess of the retail value of the Client's order.

Studio may substitute others to take the photographs/ video in the event of illness or of scheduling conflicts. In the event of such substitution, Studio warrants that the person(s) taking the photographs/ video shall be competent.

It is the sole responsibility of the Client to secure permission of the church, synagogue and/or other officials to film the ceremony. The deposit is non-refundable if such officials prevent filming. Client assumes all responsibility for obtaining any necessary permission, clearance permits, access to, hook up fees and admission which may be required to take photos or videotape the event.

The Photographer/ Videographer will do their best to capture the day in a manner that is pleasing to the Client. Studio is not responsible for capturing images that are not requested. The Photographer/ Videographer are experienced and will, by default, seek to organize the wedding party for many of the traditional photographs/ video (as well as spontaneous candid shots as time and circumstances allow). However, weddings involve many unforeseen circumstances that sometimes preclude the taking of certain pictures. These circumstances may include time constraints, late members of the party, late bride or groom, or even the Client desiring a shot, but forgetting to ask for it. Because the Client is responsible for requesting specific shots, this studio offers a list of possible shots that the Client may approve before the event.

Even with this list of desired photographs and video, the client hereby agrees they maintain the responsibility of seeing that any specific photographs are taken. This is done by reviewing the photography list with the photographer beforehand, so the client can prioritize photographs as wedding circumstances change and may necessitate the altering of the list. The Studio does not guarantee any particular shot, effect, interview or special request.

Studio makes no guarantees, either expressed or implied, in regard to aesthetic qualities of the completed photos or video.

**Signatures:**

Photographer \_\_\_\_\_ Date \_\_\_\_\_ Client \_\_\_\_\_ Date \_\_\_\_\_  
Videographer \_\_\_\_\_ Date \_\_\_\_\_

**Photo-Video-Weddings.com**

Shelter must be provided from rain, extreme temperatures and humidity. In these conditions photographs and video may be limited.

Digital files, proofs and video are sold to Client and included in the package but all rights and copyrights to the photos and videos remain with Studio. Client may make unlimited enlargements, reprints and copies for personal use but not for any commercial purposes. Client can not sell images and video for stock photography or other commercial applications.

The Studio reserves the right to use images, video, digital scans and/or reproductions for advertising, display, Internet promotion, publication or other purposes.

Client agrees to indemnify and hold the Studio harmless for any loss, damage, or liability for infringement of any rights arising from the use of tapes.

Client is aware that ink colors may fade or discolor over time due to the inherent qualities of inks, and Client releases Studio from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities. Although we have had no problems, this is always presumable with prints of any kind.

The charges in this Contract are based on the Studio's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

Studio reserves the right to terminate contract for any reason at any time. Should Contract be terminated by Studio all monies paid will be refunded.

**We get hungry:**

We will require adequate time for a meal during the reception. A provided meal would be greatly appreciated!

**Receiving Pictures & Videos**

The master DVD(s), prints, and videos will be available approximately 12 weeks after the event, although we 90% of the time finish within one month. Our team takes great pride in our attention to detail. This is a memory you'll enjoy for a lifetime. Please allow the studio to produce under our successful time parameters. Production material (back to client) is delivered via USPS unless you make other arrangements in advance. Shipping cost is calculated into the price. The completion period is only an approximate length of time and any longer periods necessary for completion will not void this contract.

A copy of the final project will be stored on site and usually will be available if additional copies are needed. However, we do not guarantee that your video will always be available after receiving your initial package.

The video will be given as a DVD-R that is compatible with most contemporary DVD players. The Studio is not responsible if your DVD player is not compatible with the common standard.

If there are any items that you wish to be included in the production/ post production of your video, i.e. invitation, CD's, photographs, credits information, etc, they must be submitted by the date of your wedding. Studio cannot guarantee proper spelling of titles and credits if an invitation and credit list are not submitted. There is a 30 day guarantee on editing (changes such as titles and spelling). Any other changes may require additional charges.

**Signatures:**

Photographer \_\_\_\_\_ Date \_\_\_\_\_ Client \_\_\_\_\_ Date \_\_\_\_\_  
Videographer \_\_\_\_\_ Date \_\_\_\_\_

**PAYMENT POLICY**

A deposit equaled to \_\_\_\_\_ of the **final total cost** of \_\_\_\_\_ must be paid to Studio to reserve Photographer/ Videographer for your wedding date/ special event. The balance of the **final total cost** is due fourteen days before the wedding day unless agreed upon in writing. Studio accepts payments of cash, checks, credit and U.S. Postal money orders .If the deposit is paid by check and the check is returned, the contract is void and the date is no longer secured. Studio accepts all major credit cards through Paypal (with a 3% charge of total cost). Travel fees may apply if traveling a substantial distance to or between events. Those travel fees (if necessary) would be written below in addition to being included in the **final total cost** above.

No part of any order, including previews, will be delivered until the balance is paid in full. The Client agrees to pay the balance of the **final total cost** fourteen days prior to the event. Should Client not pay the balance due fourteen days prior to Client's event date, Client's deposit will be forfeited and the Studio will be under no further obligation to Client.

**Wedding Package:**

The Client agrees to the following: The \_\_\_\_\_ Package has been chosen.

The package includes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Contract incorporates the entire understanding of the parties (**signed signatures below and on first and second page**). Any modifications of this Contract must be in writing and signed by all parties.

Client to fill out before sending back:

\_\_\_\_\_  
Total Amount Due: (total package price)

\_\_\_\_\_  
Deposit Paid: (send this in with contract signed) Date: \_\_\_\_\_

\_\_\_\_\_  
Balance Due: (the agreed amount to pay at least 14 days before event) Date: \_\_\_\_\_

**Client (Purchaser) Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Brides Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Groom's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Parent or Guardian (if required)** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Photographer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Videographer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_