

Wedding Contract for Services

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1. ENTIRE AGREEMENT:

This agreement contains the entire understanding between *PicSure Photography by Rick Szymanski* 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, *PicSure Photography by Rick Szymanski* will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of \$500.00US is non-refundable, even if the date is changed or the wedding 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 delivery of any final prints, image CDs, albums, and online galleries.

3. WEDDING PHOTO PACKAGE DELIVERY:

After the wedding, *PicSure Photography by Rick Szymanski* will provide THE CLIENT with a CD/DVD containing all photographs taken of the wedding day as high-resolution JPG image files, and/or any prints, albums, and framed prints as listed by the image package agreed upon. The CD/DVD will contain all photographs (in color and some in black and white) taken at the event without copyrights, watermarks, or other restrictions to printing by THE CLIENT (see section 11 regarding copyrights and ownership of images). THE CLIENT agrees if the balance is not paid in full after notification to THE CLIENT of completion of the image package, *PicSure Photography by Rick Szymanski* will NOT make a final delivery of the image package, incurring no liability to *PicSure Photography by Rick Szymanski* and resulting in loss of Reservation Deposit by THE CLIENT.

4. CANCELLATION:

In the unfortunate 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 along with any payments for any completed engagement or other photo sessions. *PicSure Photography by Rick Szymanski* agrees to refund all additional paid money 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). To ensure all desired people/objects are photographed, please submit to *PicSure Photography by Rick Szymanski* a detailed list of shots via e-mail or in person within one week prior to the event.

7. 60 MINUTE WINDOW:

The bride and/or groom agree to set aside at least 60 minutes before or after the ceremony for photographs that cannot be obtained during the ceremony or reception. This 60-minute timeframe is to be used for group photographs with family, friends, wedding parties, and individual portraits. All group shots and portraits will be taken at a location agreed upon by *PicSure Photography by Rick Szymanski* and THE CLIENT. If either the bride's or groom's late arrival, (or any other reason outside of the photographer's control) prevents this 60 minute window from occurring, *PicSure Photography by Rick Szymanski* shall not be held liable for failure to take desired photographs. The bride and/or groom agree to notify all persons required for such posed photographs beforehand. *PicSure Photography by Rick Szymanski* is not responsible for notifying family members, friends, or other such people about posed portraits. Please submit to *PicSure Photography by Rick Szymanski* a detailed list of desired shots with family, friends, and/or other persons via e-mail or in person within one week prior to the event.

8. COOPERATION:

The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. *PicSure Photography by Rick Szymanski* 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 *PicSure Photography by Rick Szymanski*. *PicSure Photography by Rick Szymanski* 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 *PicSure Photography by Rick Szymanski* 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, *PicSure Photography by Rick Szymanski* 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; *PicSure Photography by Rick Szymanski* will offer technical recommendations only.

11. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS:

Upon final payment by THE CLIENT, copyright ownership of the resulting images will be shared by THE CLIENT and *PicSure Photography by Rick Szymanski* under the following conditions:

· The photographic prints and/or digital image files (JPGs) are the property of THE CLIENT for personal use and for the purposes of reproduction and distribution of photographs to friends and relatives. THE CLIENT shall not use said images for any business-related purposes, or for public sale without written permission by *PicSure Photography by Rick Szymanski*.

· THE CLIENT must obtain written permission from, and compensate *PicSure Photography by Rick Szymanski* 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 *PicSure Photography by Rick Szymanski* 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, marketing, 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 *PicSure Photography by Rick Szymanski* and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that *PicSure Photography by Rick Szymanski* 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 *PicSure Photography by Rick Szymanski*.

13. EXCLUSIVITY / GUEST PHOTOGRAPHY:

It is understood that *PicSure Photography by Rick Szymanski* will act as the sole and exclusive wedding photographer(s). Because of the fact that flashes from guest's cameras may ruin shots taken by *PicSure Photography by Rick Szymanski*, THE CLIENT acknowledges that *PicSure Photography by Rick Szymanski* is not responsible for any shots ruined because of their guests' actions. *PicSure Photography by Rick Szymanski* suggests that a separate notice be placed in the invitations. The formal photography time (stated in section 7) is for the exclusive use of *PicSure Photography by Rick Szymanski* 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 must not interfere. *PicSure Photography by Rick Szymanski* will allow guests to take snapshots during all events, providing they are considerate and respectful to the photographer(s). No other guest/photographer using professional equipment will be allowed by *PicSure Photography by Rick Szymanski* at any time during the wedding. *PicSure Photography by Rick Szymanski* 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 forfeited.

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.

PicSure Photography by Rick Szymanski 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:

Digital processing takes approximately 6-10 weeks. Creation of a printed wedding book takes 6-10 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.

16. PAYMENTS:

THE CLIENT agrees that \$500.00 deposit is required at the time of contract acceptance, 50% of the balance is due before the event date, with the remaining 50% of the balance due upon THE CLIENTS' receipt of the image package.

17. FINAL DELIVERY:

PicSure Photography by Rick Szymanski will deliver the CD/DVD with high-resolution JPG image files and any additional materials (prints, albums, framed prints, etc.) once printing is completed. Medium-resolution images will be available for viewing/downloading at a private online gallery through Flickr.com. Once all images have been uploaded to the website, THE CLIENT will be e-mailed a link to the gallery for distribution to friends and family.

18. METHOD OF REMUNERATION:

Payment may be made in cash or check made payable to:

RICK SZYMANSKI
131 Winning Way
Canonsburg, PA 15317

19. PURCHASE OF JPG FILES (DIGITAL NEGATIVES):

If THE CLIENT desires additional copies of the CD/DVD containing JPG image files in high resolution, these discs may be purchased for \$200.00. (See REPRINT ORDERS below.)

20. PENALTY FEES & CHARGES:

There is a \$25.00 late payment fee for any payments that are not postmarked to *PicSure Photography by Rick Szymanski* by the required date. Bounced checks will result in a \$50.00 penalty.

21. RIGHT OF WITHDRAWAL:

PicSure Photography by Rick Szymanski'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 *PicSure Photography by Rick Szymanski* 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, \$200.00 an hour is charged for all photography services already provided and \$50.00 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. *PicSure Photography by Rick Szymanski* 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, including Reservation Deposit.

PicSure Photography by Rick Szymanski 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 *PicSure Photography by Rick Szymanski* 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-GUARANTEES:

Although every possible care will be taken to produce photographs of all important and special events during the wedding, *PicSure Photography by Rick Szymanski* cannot place an unconditional guarantee on the above. *PicSure Photography by Rick Szymanski* will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of *PicSure Photography by Rick Szymanski's* control.

24. PERFORMANCE:

The performance of this contract on behalf of *PicSure Photography by Rick Szymanski* 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 *PicSure Photography by Rick Szymanski* at the time of acceptance of this contract shall be recognized as amendments to this contract.

27. REPRINT ORDERS:

Prints of photos, additional albums and CD/DVD image discs may be ordered at the following rates:

- 4"X6" Print \$3.00 / 10 for \$25.00 / 50 for \$100.00
- 5"X7" Print \$5.00 / 10 for \$45.00 / 50 for \$200.00
- 8"X10" Print \$15.00 / 10 for \$125.00
- 11"X17" Print \$35.00
- Edited "Proof" Images CD/DVD \$250.00
- Unedited Images CD/DVD \$250.00
- Additional Wedding Album with 200 4X6 Premium Prints \$350.00
- Additional Parent Album with 150 4X6 Premium Prints \$275.00
- Additional Image Manipulation \$85.00 per hour (4-6 images per hour typical)

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

28. PROFESSIONAL IMAGE MANIPULATION:

PicSure Photography by Rick Szymanski 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, fixing of blemishes, etc. It is understood that if a technicality prevents *PicSure Photography by Rick Szymanski* 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 *PicSure Photography by Rick Szymanski* has performed to its best ability with regard to the specific task and *PicSure Photography by Rick Szymanski* has no further responsibility towards said image manipulation.

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

Client _____

Photographer _____

Today's Date _____