



2015-2016 Wedding Agreement & Contract

Ashley Schmeltzer Photography sent you the following contract.

2015-2016 Wedding Agreement & Contract:

Bride & Grooms Names: Lauren Ice

Event Location:

Event Date: Saturday, August 8 | **Event Time:**

Photography fee agreed to: \$1995 (platinum), \$1795 (gold), \$1595(silver) collections (+tax on applicable goods) (plus applicable expenses/extras as described in the contract). A deposit of \$500.00 is due at the signing of this agreement (deposit does come off the total wedding price, with the balance to be paid no later than 30 days prior to the date of the wedding. Also TAX will be added to deposit and your final payment due.

Expenses/Extras: WEDDING PACKAGE AND SERVICES INCLUDES FOR THE FEE STATED ABOVE: 1 photographer, 4-8 hours of coverage (depending on package), formal, group and candid photographs, retouching of best photos (number depending on package you choose. Final Payment by cash, check, debit/credit, or SquareUp invoice must be made to Ashley Bowen no later than 30 days before your wedding.

ENTIRE AGREEMENT: This agreement contains the entire understanding between Ashley Bowen Photography 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 the parties.

RESERVATION: Upon your signature, the Photographer 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 \$500.00 dollars is non-refundable, even if date is changed or wedding cancelled for any reason, including acts of God, fire, strike, and 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 no later than (30) days before the Wedding Day. The Client agrees if the balance is not paid by this time, the Photographer will not photograph the Wedding Day described on the contract with no liability to the Photographer and loss of Reservation Deposit by the Client. The Client has the right to cancel this agreement within 3 days of signing but non-refundable payments will not be refunded.

PRE-EVENT CONSULTATION: The parties agree to a pre-event phone consultation before the event date in order to finalize the actual shooting times, locations, and CLIENT'S request list (in

writing) for specific photographs. The client will be responsible for, or have someone designated, to identify people of whom 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 people or gathering people for photograph(s). The bride and/or groom agree to set aside at least 60-minutes of time before the ceremony commencement of the wedding and a 60-minute time frame afterward for photographs that cannot be obtained during the wedding, including group shots. If the bride's or grooms late arrival prevents this 60-minute window from occurring, the Photographer shall not be held liable for failure to take desired photographs.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. The Photographer is not responsible if key individual's failure to appear or cooperate during photography sessions or for missed images due to details not revealed to the Photographer. The Photographer recommends that the Client designate an "event guide" to point out important individuals for informal or candid photographs to the Photographer (see above) during the wedding; that they wish to have photographed.

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.

HOUSE RULES: The photographer is limited by the guidelines of ceremony officials or 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; the Photographer will offer technical recommendations only. (NOTE: Some churches do not allow flash photography). We will take breaks when needed during the day and will eat dinner at wedding.

DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: All photographs, digital negatives and prints are protected by Federal Copyright Law (all rights reserved). The Photographer retains the copyright to all photos and images produced. The Client may reproduce any images in any manner they like for sharing and enjoyment of friends and relatives. The Client must obtain written permission from the Photographer prior to the Client or their friends and relatives publishing or selling the photographs for profit.

MODEL RELEASE: The Client hereby grants to the Photographer 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; to alter the same without restriction; and to copyright the same. The Client hereby releases the Photographer and his legal representatives and assigns from all claims and liability relating to said photographs.

EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that the formal photography time is for the express use of the Photographer to capture the formal wedding portraits. Because of time constraints and the need for subjects to give full attention to the professional photographer, guest photography cannot be permitted during the formal photography time. If time permits, the Photographer will make opportunities throughout the formal photography for guests to take photos. Otherwise, guests are welcome and encouraged to take photos at any time throughout the wedding and reception.

PAYMENTS: The Client agrees that \$500 deposit is required at the time of contract and 100% of the remaining balance is due at least 30 days prior to the event date.

DIGITAL NEGATIVES: The Client will receive an online gallery with all downloadable capability. The client has the right to freely make and distribute copies of the digital files to anyone he or she sees fit so long as the images are NOT sold by the client for profit. The normal time frame is 10-15 weeks to get your wedding portraits back. I upload them online as I get them edited so that you can get them earlier.

PENALTY FEES & CHARGES: There is a \$30 charge for checks returned by the bank for any reason. There will be a \$100 late payment fee for any payments that are not postmarked or delivered to the Photographer by the required date (15 days prior to wedding date). A \$50 fee will be added for each week that your final payment is late thereafter.

RIGHT OF WITHDRAWAL: The studio's discovery of new information, changes, or other factors tending to circumvent its policies could result in its withdrawal. Noncooperation; changes of locations, facilities or times available; missed appointments; bad or returned checks, or late payments are examples of contributing factors. Should the studio initiate the withdrawal, all

fees and deposits will be returned, excepting fair market value for all services/products already provided. In case of withdrawal, \$100 an hour is billed for all photography services already provided, and \$50 an hour is billed for all other services, consultations, and all driving time, rounded up to the nearest half-hour. If the studio withdraws - the client will not be billed for any services in excess of their deposits (except if deposit was in form of returned checks).

LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergency it could be necessary to retain a different photographer. The Photographer will make every effort to secure a skilled 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. The Photographer takes the utmost care with respect to exposure, transportation, and processing the photographs including using professional grade equipment and professional grade backup equipment. However, in the unlikely event those photographs have been lost, stolen, corrupted files, or destroyed for any reasons within or beyond the Photographer's control, the Photographer 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.

PERFORMANCE: The performance of this contract on behalf of the Photographer shall be contingent upon acts of God, flood, fire, snow/ice storms, warfare, government laws or regulations, electrical failure, strikes by suppliers, faulty equipment and/or conditions beyond its control. will take breaks where they will probably take a seat at the reception while everyone is eating or relaxing. Photographer may also grab a bite to eat if needed (especially since some wedding days could be upwards of a 10 hour working day). The average time for portraits to be delivered will be 3 months, but may be up to 6. It all depends on workload and we appreciate your patience.

COOPERATION: The Client is responsible for the conduct of their guests. Coordination with other service providers is necessary to complete all the photography as scheduled. The clients should share the photography schedule with other service providers to make sure that there are no conflicts with times. In addition, events during the wedding day should be planned to make the best use of time from all vendors. The Photographer will not tolerate verbally or physically abusive behavior, nor will he share his time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography will seriously affect the quality of the photographs taken and increase the number of photos that must be created. If the Client is unable to control the conduct of their guests 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. We understand that in such an event, no refunds will be given.

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.

AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the Client and the studio at the time of this signing shall be recognized as amendments to this contract.

PAYMENT SCHEDULE: \$500.00 due at time of signing of agreement or of booking your wedding. Your balance **MUST** be paid 30 days before your wedding and this contract signed. If you fail to do so...we will not photograph your wedding. I have read and understood the terms above. I hereby agree to the terms above in this agreement.

Clients Signature: Lauren Ice

Photographer Signatures:

THANK YOU! WE LOOK FORWARD TO PHOTOGRAPHING YOUR BIG DAY!!!

Signed: Ashley Bowen

This contract was signed by Lauren ice at 4:16 PM, 06/15/2015

