

The Defining Photo

15 Pine Grove Avenue Enfield CT 06082 860.906.8099

www.thedefiningphoto.com info@thedefiningphoto.com

Wedding Contract

Wedding Date: _____

Bride's Name: _____

Phone: _____

Address: _____

Email: _____

Bride's Dress Location: _____

Groom's Name: _____

Phone: _____

Address: _____

Email: _____

Groom's Dress Location: _____

Time Photography Session Starts: _____ Ends: _____

Amount of Guests: _____

Wedding Ceremony Location: _____

Wedding Official and Contact Number: _____

Wedding Reception Location: _____

Wedding Reception Manager and Contact Number: _____

Wedding theme: _____

Wedding Attire: _____

- Photography fee agreed on: \$ _____ +tax. A deposit of 50% \$ _____ is due when this agreement is signed, and the balance of \$ _____ is to be paid no more than two weeks after the date of the wedding. Payment may be made in cash, personal or business check made out to "The Defining Photo LLC".

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

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1. ENTIRE AGREEMENT: This agreement contains the entire understanding between ©The Defining Photo LLC 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 relevant parties.

2. RESERVATION & CANCELLATION: Upon your signature, ©The Defining Photo LLC will reserve the date and time agreed upon, and will not make other reservations for that date and time. For this reason, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather, a cancellation fee of \$200 plus any additional product and/or service fees, at fair market value, will be held from the deposit and the remaining amount of the deposit returned. In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract fewer than two weeks before the wedding date, the entire deposit will be forfeit. The Reservation Deposit is to be paid at the signing of the contract. The Reservation Deposit will be 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 14 days after the wedding date.

3. PRODUCT DELIVERY: Two to four weeks after the wedding, ©The Defining Photo LLC will provide THE CLIENT with a set of DVD's containing all the image files taken at the wedding. These DVD's will contain the highest resolution digital negatives of the photographs taken at the event. There will be three types of files included; NEF files (backup files), High Res JPEG files, and Web Size JPEG files. An Official Print Release will be included on these DVD's, which gives THE CLIENT the right to print from their DVD's at any location at any print size. Delivery of the wedding DVD's will not be made until THE CLIENT has fulfilled the payment agreement amount stated in this contract. THE CLIENT agrees if the balance is not paid within two weeks after the wedding, The Defining Photo LLC will NOT make final delivery of the wedding DVD's or wedding After-Package, incurring no liability to ©The Defining Photo LLC and resulting in loss of Reservation Deposit by THE CLIENT.

4. AFTER-PACKAGE COMPLETION: Corresponding with the prints and products agreed upon in this contract THE CLIENT should provide ©The Defining Photo LLC with a list of their selected images to be printed and songs to be included on their "DVD Slideshow" within six months of the wedding date. If desired, the list should specify which images should be in black and white or sepia tone. Printing of photographs cannot commence prior to ©The Defining Photo's receipt of this list. After the six-month period has past without delivery of THE CLIENT's print and song list to The Defining Photo LLC, THE CLIENT forfeits their After-Package prints and "DVD Slideshow". Delivery of After-Package prints after the six-month period will be completed at The Defining Photo LLC's discretion as they reserve the right to withhold print products to THE CLIENT at that time.

Once any After-Package product has been designed and submitted to THE CLIENT for approval, THE CLIENT has 14 days to approve or deny said design. After approval is given to The Defining Photo LLC to produce any After-Package product THE CLIENT gives up the right to change said design. If THE CLIENT changes their order before production of their After-Package product has begun, a \$30 re-order fee will be charged per item in addition to any redesigning fees (if applicable).

Selection of photographs for the “DVD Slideshow” will be chosen by The Defining Photo LLC during the editing process. THE CLIENT trusts that The Defining Photo LLC will select the best images from the wedding in order to create the “DVD Slideshow”.

5. PRE-EVENT CONSULTATION: All parties agree to a pre-event consultation before the wedding date in order to finalize the actual shooting times and locations. The Defining Photo LLC cannot be held responsible for missing photographs if shooting times and locations have not been specified prior to the wedding date.

6. EVENT GUIDE: During the wedding, THE CLIENT or a designated other, is recommended to identify 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 the identifying or gathering of people for the photographs. Creating a list of desired people/places/things prior to the wedding and making arrangements with all persons involved is strongly recommended. This list should then be made available to The Defining Photo LLC prior to the wedding day.

7. 90 MINUTE WINDOW: The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 60 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride’s or groom’s late arrival (or any other reason outside of the photographer’s control) prevents this 90 minute window from occurring, ©The Defining Photo LLC shall not be held liable for failure to take desired photographs. This responsibility of setting time aside for bride and groom photographs falls upon the bride and groom.

8. COOPERATION & SHOOTING TIME: THE CLIENT agrees to positive cooperation and communication for the best possible result throughout the duration of this contract. The Defining Photo LLC 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 ©The Defining Photo LLC. 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 ©The Defining Photo LLC agree that positive cooperation and punctuality are therefore essential. Shooting should commence at the scheduled time. Should the ceremony start late due to any reason whatsoever, ©The Defining Photo LLC will not be held liable for any photographs not taken.

9. 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 changes within the venue is THE CLIENT'S responsibility; ©The Defining Photo LLC will offer technical recommendations only. Should flash photography not be permitted in a religious institution during the ceremony, posed ceremony reenactments are recommended.

10. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by ©The Defining Photo LLC are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without The Defining Photo LLC’s explicit written permission. Upon final payment by THE CLIENT, limited copyright ownership of the resulting images will be transferred to THE CLIENT. After obtaining a “Print Release” form, the digital negatives are the property of THE CLIENT for personal use

and for the purposes of the reproduction and distribution of photographs to friends and relatives. THE CLIENT must obtain written permission from, and compensate The Defining Photo LLC prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

11. MODEL RELEASE: THE CLIENT hereby assigns and grants ©The Defining Photo LLC 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, 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 ©The Defining Photo LLC and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed ©The Defining Photo LLC 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 ©The Defining Photo LLC.

12. EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that ©The Defining Photo LLC will act as the sole and exclusive wedding photographer. While the professional photographer is in session it is requested that guest's not use cameras with flash as it may ruin shots taken by ©The Defining Photo LLC. THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time during the formal sessions. The Defining Photo LLC suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of ©The Defining Photo LLC 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 cannot be permitted. It is also requested that during the formal ceremony, guests should refrain from using flash photography as this may also ruin photographs of crucial moments. Lastly, The Defining Photo LLC requests that no other guest/photographer using professional equipment should be photographing at any time during the wedding.

13. GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. The Defining Photo LLC 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 and any equipment that has been stolen or damaged from a guest's misconduct must be paid for by the client.

14. COMPLETION SCHEDULE: Digital processing takes approximately 2 weeks. Designing of a wedding album takes approximately 2-4 weeks. Production of a wedding album takes 6-10 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.

15. RIGHT OF WITHDRAWAL: ©The Defining Photo LLC 's discovery of new information, changes to agreed circumstances, or other factors, which tend to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; not submitting after-package lists within six, missed appointments and late payments are examples of contributing factors. Should ©The Defining Photo LLC initiate the withdrawal before the wedding, all fees will be returned, including the deposit minus a \$200 cancellation fee and fair market value for all services and products already provided. Should The Defining

Photo initiate the withdrawal within the six months following the wedding, all monies paid for services not rendered and after-package products will be refunded to THE CLIENT.

16. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. The Defining Photo LLC 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 without incurring the \$200 cancellation fee.

©The Defining Photo LLC 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 ©The Defining Photo LLC 's control, the latter's liability is limited to the return of all payments received for the wedding 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.

17. NON-GUARANTEES /PERFORMANCE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, The Defining Photo LLC does not guarantee that elements within or beyond our control may ruin specific desired photographs. THE CLIENT'S resides with the fact that The Defining Photo LLC will perform to the best of their abilities.

18. 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.

19. 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 ©The Defining Photo LLC shall be accepted as valid to this contract.

20. PROFESSIONAL IMAGE MANIPULATION: The Defining Photo LLC 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, color correction, special effects, portrait glamorization etc. It is understood that if a technicality prevents ©The Defining Photo LLC 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 ©The Defining Photo LLC has performed to its best ability with regard to the specific task and that ©The Defining Photo LLC has no further responsibility towards said image manipulation. Digital Manipulation & editing is charged at a rate of \$50.00 per hour.

21. MEAL SERVICE: The Defining Photo LLC appreciates any meal service that can be provided during the wedding reception. Although not required, should a meal not be provided, the photographer reserves the right to find and purchase a meal during the contracted wedding, on or off location.

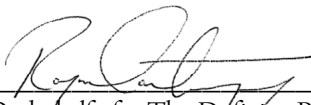
22. WEDDING FILE STORAGE: The Defining Photo LLC will archive all wedding image files for a period of twelve months. After twelve months The Defining Photo LLC will do it's best to contact THE CLIENTS

with a reminder that their files will be removed from The Defining Photo LLC archive. Because DVD's can deteriorate over time, it is recommended that THE CLIENTS test the integrity of their wedding DVD's within the twelve months after the wedding. THE CLIENTS can order any needed replacement DVD's from The Defining Photo LLC at the current rate. Please note, that once all files are removed from the system The Defining Photo LLC will no longer be able to retrieve them, as this process is permanent. After twelve months THE CLIENT assumes file storage responsibilities for the contracted wedding in this agreement. It is recommended that THE CLIENT create multiple copies of their DVD's as well as back up the files onto another format such as a hard drive.

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

Signed _____
CLIENT responsible for payment

Date _____

Signed  _____
On behalf of ©The Defining Photo LLC

Date _____

Wedding Itinerary And Events List

Salon Photos: Makeup: Y or N Hair: Y or N

Wedding Dress Photo: Y or N

Getting Dressed Photos: Bride: _____ Time: ___ to ___ Location: _____

Groom: _____ Time: ___ to ___ Location: _____

Posed Single Dressed Photos: Bride: _____ Time: ___ to ___ Location: _____

Groom: _____ Time: ___ to ___ Location: _____

Groom & Groomsman Photos: Y or N Time: ___ to ___ Location: _____

Bride & Bridesmaids Photos: Y or N Time: ___ to ___ Location: _____

Family Portraits Session: Y or N Time: ___ to ___ Location: _____

- List Provided: Y or N

Ring photos: Y or N Location: _____

Before Ceremony Bride & Groom Session: Y or N

Time: ___ to ___ Location: _____

Ceremony: Time: ___ to ___ Location: _____

- Flash During Ceremony: Y or N
- Unity Ceremony: Y or N
- Speakers/Prayers: Y or N

After Ceremony Bride & Groom Session: Y or N

Time: ___ to ___ Location: _____

Receiving Line: Y or N

Wedding Party Photo Session: Y or N Time: ___ to ___ Location: _____

Cocktail Hour: Y or N Time: ___ to ___ Location: _____

Reception: Time: ___ to ___ Location: _____

Toasts/Prayer: Y or N Time: ___ to ___

Announcement: Y or N Time: ___ to ___

First Dance: Y or N Time: ___ to ___

Dinner: Time: ___ to ___

Throwing of the Bouquet & Garter: Y or N

Table Shots: Y or N Number of Tables: _____

Cake Cutting: Y or N Time: _____

Father/Daughter Dance: Y or N Time: _____

Mother/Son Dance: Y or N Time: _____

Hands/Rings/Bouquet: Y or N

Important Contacts:

Ceremony: Location Contact #: _____

Official's Name: _____ Contact #: _____

Reception: Location Contact #: _____

Manager's Name: _____ Contact #: _____

Bride's Contact #: _____ Maid of Honor's Contact #: _____

Groom's Contact #: _____ Best Man's Contact #: _____

Additional Information: