

Shattered Images Photography LLC
WEDDING PHOTOGRAPHY AGREEMENT

PHOTOGRAPHY AGREEMENT between Shattered Images Photography LLC (the “Studio”), located at 26555 Gene Dr Lebanon MO 65536 and _____ (“Client”), _____ (address), for the provision of photography for their _____ (Date) wedding in _____ (City, ST) and reception in _____ (City, ST).

PHOTOGRAPHY AND SERVICES:

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____ — Total

1. **COMPENSATION.** This contract is valid only on payment of the amounts specified above. Add-on orders, upgrades or special services cannot and will not be delivered until the balance due is paid in full. Failure by Client to make payments as scheduled may be deemed a material breach of this agreement. In the event of material breach, the Studio, at its option, may cancel this agreement and be relieved from any further obligation of performance.
2. **CANCELLATION OF YOUR EVENT OR BREACH.** In the unfortunate event that the wedding is cancelled or postponed, all fees and deposits paid are nonrefundable. Should Client otherwise fail to perform under this contract, the full amount due under this contract will become immediately due and payable as liquidated damages. Client acknowledges that the amount of the fees and deposits paid shall be liquidated damages in the event of breach, because the actual amount of the Studio’s damages would be difficult or impossible to determine.
3. **SCHEDULING.** The Studio and Client will collaborate in all schedules and arrangements for services to be provided. The collaboration will begin before the wedding. The client and the photographer will meet at least thirty days before the wedding to discuss the schedule and the photography. It is very important that the photographer know about key elements of your day in advance so that important images can be captured. At the pre-wedding meeting, the client will need to provide a timeline for the wedding day, a list of family to be photographed and a list of the wedding party. Information provided and discussed at the planning session is not part of this contract nor shall such information modify this contract. On your wedding day, the Studio will work to meet all of Client’s reasonable requests and expectations; however, circumstances may prevent certain images from being created. It is important that you understand that the Studio does not warrant that it will provide specific images or poses. Finally, please realize that if you or your wedding party/guests/family arrive more than fifteen minutes late for scheduled photography, the Studio may not be able to make all of the images you might otherwise receive and if this occurs, the Studio is relieved of any liability.
4. **PROOFS AND TIME FOR CLIENT TO SELECT ALBUM IMAGES.** The Studio tries in most cases to make proofs available fifteen (15) days after photography. Client agrees to select photographs for album and enlargements using print credit within **twenty days** of proofs being made available. If client does not select photos from proofs for album within this time, photographer may select photographs at his/her discretion. If enlargements/album pictures are not selected within **twenty days**, the balance of print credit included with the package (if any) shall be reduced by 10% for each week enlargements/album pictures are not ordered/selected. After ten weeks, the print credit shall lapse.
5. **PRINT/ALBUM ORDERS AND DELIVERY.** Any orders for prints, albums or other add-ons not included in the package described above have to be paid for at the time the order is placed. Furthermore, any orders must be placed within **30 days** of proofs being made available to the Client. Orders delayed for sixty (60) days or more are subject to any increase in charges for the same services and product that are published subsequent to this contract. Charges for additional services other than those referred to in this contract are subject to rates current at the time they are ordered. Prints in addition to those described above will be ordered based on the Photographer’s Standard Price List (available at shatteredimagesphotography.com/wedding_photography_services.html). In addition, the extra charges set forth below shall be billed if and when incurred. The Studio works to complete all placed orders within **eight (8) weeks**. Client acknowledges that some phases of production are dependent on suppliers and outside contractors and may be subject to delay. Client agrees to pickup finished orders and satisfy all balances due within **twenty-one (21) days** of being notified that the work is ready for pickup.
6. **Pre-Paid Credit.** Any pre-paid credit for prints or albums must be used within **15 days** of the proofs being made available. After 15 days the credit is expired and regular pricing will be applied to all orders
7. **LIABILITY/WAIVER OF DAMAGES.** The Studio represents that reasonable care is taken with respect to capturing, developing, processing, storing and delivery of your images. However, in the event that the Studio fails to comply with the obligations of this contract, for any reason, **including but not limited to events outside of the Studio’s control or the Studio’s own negligence**, the Studio’s liability shall be limited to a refund of all payments made by you. If there is any failure to capture certain images that you

have requested or that were discussed at our planning meeting, such omissions shall not void this agreement nor be a breach of this agreement and will not cause any compensation to be made to the Client and the Studio shall not be liable for same.

8. **ASSIGNED PHOTOGRAPHER.** The Studio reserves the right to substitute, change or replace the assigned photographer(s) as necessary in order to honor this agreement. Client, if time permits, shall be advised accordingly.
9. **COPYRIGHT DETAILS.** The Studio is the photographer hired to photograph your wedding. The Studio owns the copyright to all images it makes during your event. If images or a DVD with rights is provided as part of this contract, Client will receive a Copyright Authorization allowing Client to make limited reproductions of the images on the DVD for Client's personal use only. Client agrees not to duplicate the DVD or provide it or images to third parties. **If there are any copyright violations by Client, they will be charged at fifteen (15) times the published rates** at the time of the violation as liquidated damages, since actual damages would be difficult to calculate. The Client acknowledges that unauthorized duplication, transmission, or dissemination of prints or the DVD is unlawful and subject to statutory prosecution.
10. **ONLINE ORDERING FOR GUESTS AND FAMILY.** Client understands that all proofing, ordering and printing for friends, family, wedding guests and third parties will be provided online at the prices published online at the link provided by the Studio. Client agrees not to duplicate the DVD of images (if included) and distribute it to guests and family. Doing so will violate the Studio's copyright.
11. **IMAGE USE BY STUDIO.** The Studio may use the images, in any form, for any personal or commercial purpose. Client agrees to execute a more detailed model release if requested by the Studio. Client releases the studio from any right in the image that Client may claim through it, and agrees that the Studio has an expressed right to use the image as stated above without any further compensation to the Client. The Studio is not obligated to notify the Client before making use of the images in any medium.
12. **VIDEO THROUGH AN OUTSIDE VENDOR.** To make sure you receive excellent photographic coverage on your wedding day, you agree that the photographer shall have authority to control any other cameras and lighting of other vendors. Of course, the Studio will cooperate with any other film makers, or photographers, but conflicts do come up from time to time where, for example, two photographers need to be in the same place to get the same shot. If such a conflict comes up, we will work quickly to resolve the conflict. If the conflict cannot be resolved, the Studio is relieved from any liability for missed shots or fewer final prints that might have otherwise been delivered.
13. **THIRD PARTY PHOTOGRAPHY.** Photography or videography by any person or persons other than the Studio during posed sessions is not permitted. The Studio does not object to other reasonable photography occurring during the event as long as it does not keep the Studio from fulfilling this agreement and professionally covering your event. **However, when Studio uses its training and expertise in posing subjects, no other photographs by third parties shall be made.**
14. **INTEREST CHARGES AND COLLECTION.** Balances unpaid after thirty (30) days are subject to an interest charge of two percent (2%) Each thirty (30) day statement of overdue balances is subject to a minimum charge of \$10 in either interest or service charges. The Client agrees to pay any and all charges and expenses incurred in the collection of unpaid or past due balances including reasonable attorney's fees, expenses and expert witness fees.
15. **MISCELLANEOUS PROVISIONS.** Failure by the Studio to exercise any provision, right or portion of this agreement or enforce any portion of this agreement shall not be deemed a waiver of any right contained in this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any such suit shall be filed in Laclede County Missouri. Time is of the essence as to all portions of this agreement. If any portion of this agreement is deemed unenforceable, the parties desire that the remainder of the agreement, other than the provision determined to be unenforceable, remain in full force and effect. This agreement contains the full understanding of the parties and can only be modified in writing.
16. **NUMBER OF GUESTS INVITED:** _____
17. **SPECIAL REQUESTS/MODIFICATION AND NOTES.**

WE HAVE READ AND AGREED TO THE ABOVE AND FOREGOING.

Client (groom): _____ Date: _____

Client (bride): _____ Date: _____

Studio (representative): _____ Date: _____