

Location and Delivery of Services

Location. Vendor shall deliver Services to Client at the following location(s): _____

Delivery of Services. Vendor will provide final gallery by _____ unless otherwise specified in this Agreement.

Cost, Fees and Payment

Cost. The total cost ("Total Cost") for all Services is due in full by _____. Client shall pay the Total Cost to Vendor as follows:

20% of the total due on _____, in the amount of \$ _____

80% of the total due on _____, in the amount of \$ _____

The first payment is a non-refundable retainer. At a minimum, Client agrees that the retainer fee fairly compensates Vendor for committing to provide the Services and turning down other potential projects/clients.

Client agrees to pay for travel for Vendor and second photographer, included in the total cost of services. Vendor will book its travel arrangements and will inform the Client of the total cost.

Exclusivity

Exclusivity. Client understands and agrees that he or she has hired Vendor exclusive of any other service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that Vendor hires to complete the Services outlined in this Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.

Intellectual Property

Copyright Ownership. In the event that any copyrighted work(s) are created as a result of the Services provided by Vendor in accordance with this Agreement, Vendor owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Vendor and may be used in the reasonable course of Vendor's business.

Exhibition. Client grants Vendor permission to display selected images as an example of Vendor's work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

Release. Client hereby grants to Vendor 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. Client hereby releases Vendor and its legal representatives and assigns from all claims and liability relating to said photographs.

Permitted Uses of Product(s). Vendor grants to Client a non-exclusive license of product(s) produced with and for Client for personal use only so long as Client provides Vendor with attribution each time Client uses Vendor's property. Personal use includes, but is not limited to, use within the following contexts:

1. In photos on Client's personal social media pages or profiles; or
2. In personal creations, such as a scrapbook or personal gift; or
3. In personal communications, such as a family newsletter or email or holiday card.

Artistic Release

Style. Client has spent a satisfactory amount of time reviewing Vendor's work and has a reasonable expectation that Vendor will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

Consistency. Vendor will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with Vendor's current portfolio and Vendor will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

1. Every client and wedding is different, with different tastes, budgets, and needs;
2. Photography services are often a subjective art and Vendor has a unique vision, with an ever-evolving style and technique;
3. Vendor will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions;
4. Although Vendor will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Vendor shall have final say regarding the aesthetic judgment and artistic quality of the Services;
5. Dissatisfaction with Vendor's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

Internet Usage. Client agrees that portraits published online will have a citation of Vendor. Client agrees that portraits placed in public or on the internet shall not be altered under any circumstances to keep the integrity of the Vendor's artistic vision. This applies to social media including, but not limited to Facebook, Instagram, and blogs. Client agrees to be responsible for any family member or friend who posts portraits online and agrees portraits cannot be cropped (with the exception of forced cropping on social media), altered in color, or edited in any way.

Limit of Liability

Maximum Damages. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Vendor.

Loss of Product. In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Vendor shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

Indemnification. Client agrees to indemnify, defend and hold harmless Vendor and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Vendor provides to Client.

Cancellation, Rescheduling and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Vendor to render Services due to the fault of the Client or parties related to Client, such as failure of the Wedding to occur or failure of one or more essential parties to the Wedding to show up in a timely manner, Client shall provide notice to Vendor as soon as possible via the Notice provisions detailed in this Agreement. Vendor has no obligation to attempt to re-book further Services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for Vendor to provide the Services due to the fault of Client (or parties related to Client), and Vendor will not be obligated to refund any monies Client has previously paid towards the Total Cost. Client is not relieved of any payment obligations for cancelled Services, rescheduled Services, failing to show up for the Wedding, or should it become impossible for Vendor to provide the services due to the fault of Client (or parties related to Client) unless the Parties otherwise agree in writing. For instance, if Vendor is able to secure another, unrelated client for _____, then

Vendor may choose, at its sole discretion, to excuse all (or a portion of) Client's outstanding balance of the Total Cost.

Impossibility

Force Majeure. Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation);
or
2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

Failure to Perform Services. In the event Vendor cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered;
and
3. Excuse Client of any further performance and/or payment obligations in this Agreement.

General Provisions

Governing Law. The laws of Florida govern all matters arising out of or relating to this Agreement, including torts.

Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

Notice. Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

Merger. This Agreement constitutes the final, exclusive agreement between the parties relating to the Wedding and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment. The parties may amend this Agreement only by the parties' written consent via proper Notice.