

LIGHT + COLOR

WEDDING AND EVENT PHOTOGRAPHY

Light and Color Wedding Photography, LLC Wedding Photography Agreement

This agreement is between Light and Color and the couple engaged, hereinafter referred to as the Clients with the wedding as detailed below:

Spouse:

Name: Justine Smith

Telephone: 802.490.4999

Email: justine@studiojustine.com

Spouse:

Name: Aaron McFarland

Telephone: 802.490.4060

Email: aaronmcfarland46@gmail.com

Address to send final product to: 207 Knapp Road, Dummerston, VT 05301

Wedding Date/Time:

Date: 09/27/15

Time: tentatively ceremony at 3pm

Ceremony Location: Top of the tree production field, rainy location inside barn

Ceremony Address: 207 Knapp Road, Dummerston, VT 05301

Reception Location: Barn on property

Reception Address: 207 Knapp Road, Dummerston, VT

Other Information:

Description of Services, Prices & Fees

Light and Color Wedding Photography will furnish photographic coverage of the wedding on the above date. All products will be delivered not later than 90 days after the date of the wedding. All reprint prices are guaranteed for a period of three months following the date of the wedding. Orders placed after 3 months following the date of the wedding will be charged at the rates in effect on the most recently published price lists.

Payment

A retainer in the amount of 25% of the total is due and payable at the time the contract for services is signed. This holds the date of your wedding exclusively, and is non-refundable. The balance is due no later than 14 days prior to the date of the wedding. All payments are due as described unless prepaid. If the event is cancelled within three months of the date, the client shall pay the balance of the contract due to the high probability that Light and Color Wedding Photography will be unable to rebook that date. Payments are to be made by check to:

Light and Color Wedding Photography

144 Gov. Peck Rd.

Jericho, VT

05465

All travel fees (\$0.56/mile), where applicable, must be paid on or prior to the payment due date, which falls 14 days prior to the date of the wedding.

Exclusivity

Light and Color Wedding Photography will be the exclusive professional photographers hired by the Clients for the purpose of photographing the wedding. Family and friends of the Clients are welcome to photograph the wedding as long as they will not interfere with Light and Color Photography's duties. The Clients reserve the right to retain the services of a videographer to cover the wedding, if they so choose, so long as they do not interfere with any photography.

While every reasonable effort will be made to produce and deliver outstanding photographs of the wedding events, Light and Color Wedding Photography's entire liability to the Clients for any claim or loss arising from Light and Color Wedding Photography's performance is limited to a refund to the Clients of the amount the Clients paid for services. Because a wedding is an uncontrolled event, Light and Color Wedding Photography cannot guarantee delivery of any specifically requested image(s). In the unlikely event of personal illness or other circumstances beyond the control of Light and Color Wedding Photography, a substitute photographer of equal or greater qualifications, subject to acceptance by the Client prior to the event, may be sent to fulfill the obligations of this Agreement.

If Light and Color Wedding Photography or its assigns, cannot perform this agreement due to a fire, casualty, strike or other civil disturbances, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, or due to the photographers illness, then Light and Color Wedding Photography shall return any moneys paid by the client, less expenses, but shall have no further liability with respect to the agreement. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, compact flash card malfunction, lost in the mail, or otherwise lost or damaged without the fault on the part of Light and Color Wedding Photography.

Light and Color Wedding Photography may bring one assistant at their discretion. Videographers and other vendors must not obstruct or interfere with the official photography and are not allowed to take

any still photos during formal sessions. Wedding guests may take photos, but it is the responsibility of Client to prevent family and friends from interfering with Light and Color Wedding Photography's duties. Photographers are not responsible for compromised coverage due to causes beyond their control such as, but not limited to, other people's camera or flash, the lateness of either spouse, family members and wedding party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Light and Color Wedding Photography is not responsible for existing backgrounds or lighting conditions, which may negatively impact or restrict the photography coverage. Notification of any changes in schedule or location must be made in a timely manner.

Copyright & Usage

A USB flash drive with high-resolution digital negatives will be sent to the bride and groom no later than 90 days after the wedding date. Clients will have the limited right to make and use copies of the digital images provided, for their own use in e-mail and on personal web pages. Clients will not make copies for sale or for the purpose of circumventing the sale of images by Light and Color Wedding Photography, nor will the client authorize any reproductions of the images for commercial use or for photographic competition or display. Light and Color Wedding Photography retains copyright in all images created and will have the right to make reproductions for portfolio samples, self-promotion, and professional competition. Client recognizes and agrees that Light and Color Wedding Photography may reproduce, publish (including internet), exhibit and otherwise use images created hereunder, without specific identification of persons or events, (1) as samples of work to be shown to prospective clients, (2) for instructional purposes, (3) as samples of work to be displayed for marketing or competition. Upon receipt of the photographic files, Client accepts all responsibility for archiving and protecting the photographs. Photographers do not permanently archive image files. Light and Color Wedding Photography is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required.

Additional USBs may be purchased for \$150 per USB

Wedding Albums

If a Wedding Album is desired, they will be offered at the rates in effect on the most recently published price lists of the most recently utilized printing services of Light and Color Wedding Photography (plus shipping and sales tax). Print prices are based on type of album purchased, and the current market rates. After receiving layout proofs, client has 45 days to provide their revisions to Photographers for inclusion into album. If client does NOT provide their revisions in writing, or email, within the 45 days, they forfeit any choices of images included in the album. As part of the service, Light and Color Wedding Photography will design the layout of albums including photograph size and image placement. The custom designed album is usually 4-8 weeks from time images are submitted. Due to the fact that printing and production is outside the control of Light and Color Wedding Photography, the client will not hold Light and Color Wedding Photography responsible for late or delayed albums.

Meals

The client will also provide meals for photographers and or their assistant(s) during the time when the meal is being served to the wedding guests. These may be served in the dining room or at another location in the reception venue. If a meal for whatever reason is not provided, photographers reserve the right to acquire one by their own means for the time frame of one hour.

Agreement

This Agreement is not valid until it is signed by the Clients and an authorized representative of Light and

Color Wedding Photography and has been received along with payment of the retainer as specified by the Payment terms. This Agreement incorporates the entire understanding between the Clients and Light and Color Wedding Photography.

Any modifications of this Agreement must be in writing and signed by all parties. Each person signing below will be fully responsible for ensuring that full payment is made according to the terms of this Agreement.

Client's Signature:


Justin Smith (Oct 27 2014)

Oct 27, 2014

Photographer's Signature:



Date: 08.19.14

Payment Details

Two photographers for the day, engagement photos, wedding day coverage (approximately 2hrs before ceremony, and into an hour of dancing, or an hour after last formal event)

Initial Coverage Fees:

\$3000

Travel Fees:

\$N/A

Rehearsal Dinner:

\$N/A

Total Coverage Fees:

\$300

Payment Schedule

Payment #1 (Deposit, due at signing)

\$750

Payment #2 (balance due no later than 14 days prior to date of wedding)

\$2250

Due: 09.13.15

We kindly ask that you get in touch with us two weeks prior to the date of your event, to touch base and go over last minute details. We will make every effort to contact you, but it is the clients' responsibility to contact us to confirm all events and times.








contract_Justine+Aaron

EchoSign Document History

October 27, 2014

Created: October 20, 2014
By: Ellen Ross (hello@thelightandcolor.com)
Status: SIGNED
Transaction ID: XFG7UQ7XV3T3P6L

“contract_Justine+Aaron” History

-  Document created by Ellen Ross (hello@thelightandcolor.com)
October 20, 2014 - 10:59 AM PDT - IP address: 207.244.78.11
-  Document emailed to Justine Smith (justine@studiojustine.com) for signature
October 20, 2014 - 10:59 AM PDT
-  Document viewed by Justine Smith (justine@studiojustine.com)
October 20, 2014 - 12:48 PM PDT - IP address: 66.249.83.3
-  Document e-signed by Justine Smith (justine@studiojustine.com)
Signature Date: October 27, 2014 - 12:30 PM PDT - Time Source: server - IP address: 8.40.82.18
-  Signed document emailed to Justine Smith (justine@studiojustine.com) and Ellen Ross (hello@thelightandcolor.com)
October 27, 2014 - 12:30 PM PDT