

WEDDING PHOTOGRAPHY AGREEMENT

ENTIRE AGREEMENT: The person(s) whose electronic signature appear on this contract, known as “Client”, agree that Boris Zaretsky, known as “Photographer”, shall provide services to photograph their wedding and related events to the best of his abilities, in the manner described in this document. It supersedes all prior and simultaneous agreements between the parties. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and attached to the original agreement. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived.

PAYMENT AND RETAINER: Client shall reserve the time and date of services by signing and returning this contract along with a non-refundable, non-transferable reservation retainer equal to \$1000. No date is reserved until the contract and retainer are received. The remaining balance must be paid in full 30 days prior to the day of the event. If Client fails to remit payment as specified, the Photographer shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the event.

COVERAGE: Photographer will provide coverage for the dates, locations, and continuous hours specified in this Agreement to the best of his ability. Every reasonable effort will be made to take requested pictures, but no specific photograph can be guaranteed. Photographer will use his professional judgment and sole discretion to select which photographs to deliver. Such selection shall constitute all images that will be made available to Client.

COVERAGE TIME: Photographer shall arrive at the specified location at a time agreed upon between Photographer and Client. Photographer will photograph the number of hours agreed upon with Client. Photographer will be allowed to take reasonable breaks to eat and use the restroom during the coverage. Photographer is entitled to 30 minutes of down time during the reception to sit and eat while others are eating. Photographer will end coverage at the agreed upon time. Coverage may be extended beyond the agreed upon time at a rate of \$400 for each additional hour.

EVENT SCHEDULE: The Client agrees to confirm the schedule one-week prior to event date. Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the Photographer by the Client.

REQUESTED PICTURES: Client may supply a list of requested pictures to Photographer. Such list must be delivered one week prior to the event. Photographer agrees to take and deliver requested images to the best of his ability, but no specific photograph can be guaranteed.

COMPLETION: The final post-production and editing styles, effects, and overall look of the images are left to the discretion of the Photographer. Unless agreed upon, the final images will contain a mixture of color and black & white images. Although every effort will be made to deliver the final images within 4 weeks, due to a varying shooting schedule image preparation and editing may take up to 8 weeks.

DIGITAL FILES: Digital photo files are supplied with a full written release for the files. The release grants Client the right to reproduce the images provided for their personal use only and does not allow photos to be altered, sold, or published without Photographer's permission. Client also agrees to not supply images to any third parties (including vendors associated with the wedding) without Photographer's permission. Upon the receipt of the digital files, Client accepts all responsibility for archiving and protecting the photographs. Photographer does not permanently archive image files.

RESCHEDULE: In the event that Client reschedules the wedding and Photographer is able to rebook the original wedding date, Client will receive credit for all monies already paid. A new contract will be required that will reflect pricing in effect when the date change occurs. In the event that Client reschedules the wedding and Photographer is not able to rebook the original wedding date, Client forfeits the retainer but will receive a credit for all other monies paid. Credit may be applied to wedding coverage within one year of the original date, provided Photographer is available.

CANCELLATION: In the event of cancellation, the retainer paid is non-refundable. Cancellation must be made in writing, signed by the contacted party, and sent by mail or email to Photographer. If Client fails to supply written cancellation as specified before the wedding date, or cancels within 30 days of the wedding date, Client shall be required to pay the full balance due.

SAFETY: The Photographer reserves the right to terminate coverage and leave the location of the event if the Photographer experiences inappropriate, harassing, threatening, hostile or offensive behavior from persons at the event. Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by photographer shall be the responsibility of Client.

RESPONSIBILITIES: Unless agreed upon in advance, Photographer shall be the exclusive photographer retained for the event. Photographer may bring an assistant to the event, at his discretion. Videographers and other vendors must not obstruct or interfere with the Photographer. It is the responsibility of Client to prevent guests from interfering with Photographer's duties. The Photographer is not responsible for compromised coverage due to causes beyond the control of the Photographer including but not limited to obtrusive guests, lateness of the Client or guests, weather conditions, schedule complications or changes, incorrect addresses provided to the Photographer, rendering of decorations, or restrictions of the locations. The Photographer is not responsible for backgrounds or lighting

conditions which may negatively impact or restrict the photo coverage. The Photographer is limited by the rules and guidelines of the location(s) and site management.

PERMITS: The Client is responsible for acquiring all permits and necessary permission for all locations on which the Photographer will be performing services.

MODEL RELEASE: The Client hereby assigns the Photographer 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, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Client releases all claim to profits that may arise from use of images.

LIMIT OF LIABILITY: If Photographer is unable to perform to the guidelines of this contract due to an injury, illness, act of God, or other cause beyond the control of the Photographer, the Photographer will make every effort to secure a replacement that is agreeable to Client. 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 by Photographer. Photographer shall have no further liability with respect to this agreement.

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the Photographer's control, including but not limited to camera, hard drive, or equipment malfunction, the Photographer's liability is limited to the return of all payments received for the event.

PLEASE PROCEED TO SIGN AND AGREE ELECTRONICALLY TO THE CONTRACT
TERMS & CONDITIONS OUTLINED ABOVE.