

laurie@lauriewilsonphotography.com - 865-773-6729

Please fill in the following information, read and initial pages 1, 2, 3, and sign the 4th page. All parties must sign. Laurie Wilson Photography is not responsible for mistakes due to missing or incorrect information.

Official EL Offi	MPLE - SAMPLE - SAMPLE e of Wedding: 6/13/2020
Client name:	
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Client name:	
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Venue(s): SAMPLE - SAM	APLE - SAMPLE - SAMPLE

Options Included:

- 8 Hours of wedding day photography coverage w/ two photographers
- Edited Hi-Res Digital Images
- Full print release
- Private Sharing Gallery with download & print purchase options for family

Taxable Coverage Price:	<u>\$2,950.00</u>		
Deposit Due With Contract:	\$1,000.00	SAMPLE	
Balance Due on or before: 5/13/2020:	<u>\$1,950.00</u>	<u> </u>	

Agreement/Jurisdiction:

The person(s) whose signature(s) appear on this contract, known as "Client", agree that Laurie Wilson Photography known as "Photographer", shall provide services to photograph their engagement session and related events to the best of her abilities, in the manner described in this document. 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 physically attached to the original agreement. The laws of the State of Tennessee shall govern this contract, and any resulting arbitration shall take place within Knox County, Tennessee. Client assumes responsibility for all collection costs and legal fees incurred by Photographer should enforcement of this contract become necessary. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

Retainer and Payment: Client shall reserve the time and date of services by signing and returning this contract along with a non-refundable, nontransferable reservation retainer equal to \$1,000 of their total balance. No date is reserved until the contract and retainer are received. The balance due for the photography services must be paid in full no less than 30 days before the event date, unless otherwise stipulated herein. In the event 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 this event. Returned checks will be assessed a \$50 non-sufficient funds fee, and all future purchases/payments must be paid by Cashiers Check. Unless the contract is canceled, the retainer fee shall be applied to the photography fee total.

Cancellation: If for any reason Client cancels this contract before the session date, Photographer will keep the retainer. Cancellation must be made in writing, signed by the contracted party, and sent via Certified Mail by the United States Post Office. If Client fails to supply written cancellation as specified before the session date or cancels within 24-hours of the session, Client shall be required to pay the full balance due.

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

Liability: If Photographer or her agent is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness, or technical problems, and if she cannot provide another competent professional, all money received by Photographer, minus expenses, will be returned to Client, and Photographer shall have no further liability with respect to this agreement. This limitation of liability also applies to any loss/damage of photographs or failure to deliver photographs for any reason. Liability for a partial loss of photographs shall be pro-rated based on the percentage of total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total monies paid by Client under this Agreement during the time preceding the date on which such liability arises.

Photo USB/Discs: If digital images files are included, upon receipt, Client accepts all responsibility for archiving and protecting the image files. Photographer is not required to permanently archive image files. Photographer 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.

Pricing: Services or merchandise not included in this initial contract will be sold at current price when an order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from Photographer. Any and All print/album credits and sessions must be used within 6 months of web gallery posting or photographer may substitute a product of reasonable value to fulfill any outstanding credit balance.

Model Release: This contract serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Laurie Wilson Photography. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.

Copyright: All photographs taken by Laurie Wilson Photography are her property, will remain her property and are protected by United States Copyright Laws (USC Title 17). Client hereby waives any claims for ownership, income, editorial control and use of the images. Violators of this federal law will be subject to its civil and criminal penalties.

Reproduction: Client agrees to purchase prints directly from Photographer unless in possession of high resolution digital files and a print release signed by Laurie Wilson Photography. Client agrees not to scan, copy or reproduce images in any manner without written permission. Should Photographer become aware of reproduction without permission, Client will remit a usage fee of \$300 per image, per usage to Photographer. If high resolution digital files are purchased, a written release will be supplied with those files. The release grants Client the right to reproduce the images provided for their personal use only and does not allow the photos to be altered, sold or published. Client further agrees not to supply images to any third parties (including vendors associated with the wedding or album designers).

Engagement Session: Client understand that if an Engagement Session is included in the pricing structure that it may be redeemed at any time up to one year after the date of the wedding, and is otherwise void. Engagement Session is limited to two hours, and travel outside of Knoxville City limits is not included. Engagement Session has no cash value, and as such, may not be deducted from the total cost of the wedding photography fee if it is not redeemed

I have read, understand and agree to the terms and conditions of this Agreement. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Photographer:		Date:	
Client:	SAMPLE - SAMPLE	- SAMPLE Date: AMPLE	
Client:		Date:	