

DATE OF WEDDING: _____ E-mail address: _____

Bride's name: _____ Groom's name: _____

Bride's address _____ Groom's address: _____

Bride's phone: _____ Groom's phone: _____

Cell Phone: _____ Future address: _____

Ceremony at: _____ phone: _____ Time: _____
Address: _____

Reception at: _____ phone: _____ Time: _____
Address: _____

Payment Schedule

\$ _____ Subtotal
\$ _____ 6% WV Tax
\$ _____ Total due
\$ _____ 1/3 Retainer non-refundable
\$ _____ 30 days before wedding

Credit Card Type: _____
Credit Card #: _____
Expire Date: _____
Name on Credit Card: _____
Security Code on back: _____
Signature: _____

The terms of this agreement are accepted by:

Client: _____ **Date:** _____ **Client:** _____ **Date:** _____

Photographer: _____ **Date:** _____

Photo Guest Book \$ _____ Photo Reception Cards \$ _____ Save the Date Cards \$ _____
Thank You Cards \$ _____ Bookmark Favors \$ _____ DVD Slideshow \$ _____

Engagement Session: ___ Cost: ___ Bridal Session: ___ Cost: ___ After Wedding Session: ___ Cost: ___
Trash The Dress Session: ___ Cost: ___ Guaranteed Rehearsal: ___ \$564

Wedding Package: 8Hour [] 6Hour [] 4Hour [] Cost: _____

Package Details:

Extra Hours: _____ x \$125 Cost: \$ _____ CD's or DVD: _____ x \$550=Cost: \$ _____

Proof Albums: ___ x \$500 = Cost: \$ _____

Album Name and size: _____ Number of Pages: _____ Cost=\$ _____
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Terms of Contract

ENTIRE AGREEMENT: This agreement contains the entire understanding between "Crouse Photography" and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

RESERVATION: Upon your signature and payment of 1/3 total package price, "Crouse Photography" will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Retainer of 1/3 is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. In the event the wedding date is changed, Client may apply any and all retainers to the new date with no penalty only if the photographer is available for the new date. The Reservation Retainer is to be paid at time of signing the contract. The Reservation Retainer is applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due 30 days prior to wedding date.

CANCELLATION: In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the retainers will be non-refundable. All payments made within 30 days of ceremony will also be non-refundable. The Client may apply any and all retainers to a new date with no penalty. The Client may apply any and all retainers toward other services in the event of cancellation. The cost of any services rendered prior to the wedding such as engagement sessions etc will be deducted from the retainers paid. Free sessions remain free only if the wedding package is completed. If a client fails to cancel their free session and NO-SHOWS, the client forfeits that free session.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation 30 days before the wedding date in order to finalize the actual shooting times and locations.

EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

POSE PHOTOGRAPHY: For the 8 hour and 6 hour packages the bride and/or groom agree to set aside at least 60 minutes before the commencement of the wedding ceremony and a 30-45 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. For the 4 hour package a 45-60 minute time frame after the ceremony must be set aside. The time following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this time window from occurring, "Crouse Photography" shall not be held liable for failure to take desired photographs. Although every possible care will be taken to produce photographs of all important and special events during the wedding, "Crouse Photography" cannot place an unconditional guarantee on the above. "Crouse Photography" will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of "Crouse Photography's" control. "Crouse Photography" will not guarantee specific posed or candid shots due to the uncertainty of photographic equipment. The photographer will only guarantee the amount of proofs stated in the package chosen by the client.

COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. "Crouse Photography" is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to "Crouse Photography". "Crouse Photography" recommends that THE CLIENT designate an "event guide" (see PRE-EVENT CONSULTATION above) to point out important individuals to the photographer, whom THE CLIENT wishes to include in formal or candid photographs. THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors. "Crouse Photography" will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest or vendor conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests or vendors, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and "Crouse Photography" agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, "Crouse Photography" will not be held liable for any photographs not taken.

HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; "Crouse Photography" will offer technical recommendations only.

DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by "Crouse Photography" are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without "Crouse Photography's" explicit written permission. Upon final payment by THE CLIENT, limited copyright ownership of the resulting images will be transferred to THE CLIENT under the following conditions:

- The CD/or prints are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.
- THE CLIENT must obtain written permission from, and compensate "Crouse Photography" prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.
- Due to the uncertainty of printers and dyes, Crouse Photography will not guarantee the quality or longevity of prints made by the CLIENT using the CD.
- CD's are not covered under the 7 day money back guarantee because they can be copied. Each CD set or DVD set has a \$550 value plus WV sales tax which will be retained by Crouse Photography in the event of a refund.

• Crouse Photography will take utmost care to store THE CLIENT'S original images indefinitely; however will not be liable if images are lost due to fire, severe weather, act of god, or any other event in or out of control of Crouse Photography. Crouse Photography reserves the right to decide to dispose of images for any reason at any time, but will attempt to contact THE CLIENT and offer the originals for sale before disposal. It is THE CLIENT'S responsibility to keep contact information up to date.

MODEL RELEASE: THE CLIENT hereby assigns and grants "Crouse Photography" and its legal representatives 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 or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases "Crouse Photography" and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that "Crouse Photography" may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by "Crouse Photography".

EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that "Crouse Photography" will act as the sole and exclusive wedding photographer. The formal photography time is for the exclusive use of "Crouse Photography" to capture the formal wedding portraits. If guest photography is permitted by the Client, "Crouse Photography" will not be held liable for any photographs not taken because of time constraints or photographs ruined because of guests flash and/or subject's full attention is not on the professional photographer. "Crouse Photography" will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the reception. No other professional photographers using professional equipment will be allowed by "Crouse Photography" at any time during the wedding. "Crouse Photography" reserves the right to stop any photographic services paid for and leave the function should any other professional photographer take photographs with any professional equipment – with the retainer being forfeit.

COMPLETION SCHEDULE: The Digital processing for proof albums takes approximately 4 weeks. Creation of a wedding album takes 3 to 4 months, enlargements 3 to 4 weeks or possibly longer when laboratory and bindery schedules are heavy.

PAYMENTS: THE CLIENT agrees that 1/3 retainer is required at the time of contract acceptance, remaining balance is due 30 days prior to wedding date.

FINAL DELIVERY No part of any order, including previews, will be delivered until the balance is paid in full. If pre-wedding retainers are not paid in full five days before the wedding date this contract will be void and services will not be rendered and all retainers will be non-refundable. In the event that the undersigned shall fail to finalize this contract by completing orders within 90 days from the date of the wedding, it is understood that the proofs become the finished order and the original package as stated above will be considered void and all package retainers will be forfeited and nonrefundable. Shipping and handling of any products will be paid by The Client.

RIGHT OF WITHDRAWAL: "Crouse Photography's" discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of

contributing factors. Should "Crouse Photography" initiate the withdrawal, all fees will be returned, excluding retainer as well as fair market value for all services/products already provided.

LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. "Crouse Photography" will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. "Crouse Photography" takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond "Crouse Photography's" control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and "Crouse Photography" at the time of acceptance of this contract shall be recognized as amendments to this contract.

GUARANTEE: Crouse Photography guarantees that you will be satisfied with your images or within 7 days you can return your package and Crouse Photography will refund all of your money. No monetary refunds will be made after 7 days. The 7 day time period will start from the date the images are posted on the internet 3 to 4 days after the wedding date. The Client can choose to have their webhosting delayed to a later date. The only exception to this guarantee is the wedding CD's, because they can be copied; they are not returnable for a refund. Each CD has a value of \$550 which will be retained by Crouse Photography. If THE CLIENT returns the package for a refund, all package items including original digital images will be disposed of and no future orders will be available.

MEALS: Crouse Photography requires that CLIENT provide a suitable meal for the photographer if the contract time is 6 hours or more. If the client does not want to provide a meal, a 30 minute time period must be scheduled for the photographer to procure a suitable meal.

TRAVEL: a \$50 travel fee is charged for events more than 30 miles distance and a \$250 travel fee is charged for events more than 50 miles distance.

START / STOP TIMES: The Hourly photographic fee starts when Crouse Photography arrives at a site to start setting up equipment and runs continuously until package time runs out.

REHEARSAL ATTENDANCE: Because it is not always possible for Crouse Photography to attend some rehearsals due to the booking of other weddings, distance, etc., there is no charge or time taken away from your package for rehearsal attendance. There are no refunds or substitutions if CLIENT or Crouse Photography chooses for the photographer not to attend the rehearsal. Crouse Photography only attends the rehearsal at the ceremony location, not the rehearsal dinner. Guaranteed rehearsal and rehearsal dinner attendance may be purchased.