

PHOTOGRAPHY AGREEMENT



Berryphotos
Fine Wedding Photography

38 Dartmouth Terrace Brockton, MA 02301
508-586-0987

Contract Number: _____
Booking Date: _____
Date of Event: _____

PLATINUM CONTRACT

Wedding Bar Mitzvah Reunion Anniversary Other _____

Bride's Name: _____ Groom's Name: _____
Address: _____ Address: _____
Phone: _____ Phone: _____

Address to Arrive at on Event Date: _____ Time to Arrive: _____
Ceremony Location _____ Address: _____
Reception Location _____ Address: _____

SERVICES AND PRODUCTS TO BE PROVIDED

Service/Product	Price
Full Day Coverage without time restrictions	Package
Engagement Session	Package
All images in high resolution on unprotected CD	Package
Proof Magazine of images	Package
All images hosted in a personal on-line gallery	Package
40 Page 8x12 Album	Package
12 month calendar created and issued by GraphiStudio	Package
Platinum Package Price:	\$2,995.00

* All other services and products will be invoiced separately as non-contractual line items.

Payment Schedule: **20 %** at signing, **60%** at the half way point, **20%** due on or before the event date.

Package Price	<u>\$2,995.00</u>
MA Sales Tax (5%)	<u>\$149.75</u>
Total Sale	<u>\$3,144.75</u>
20% Deposit	<u>\$628.95</u>
60% Deposit	<u>\$1,886.85</u>
20% Final Payment	<u>\$628.95</u>
	Due at contract signing
	Due on or before #NUM!
	Due on or before #####
Credit Card Payments are paid in full in one transaction at time of signing contract.	

I have read and agree to the terms and agreements on the reverse of this contract.

Client's Name: _____ Client's Signature: _____ Date: _____
Photographer's Name: Keith Berry Photographer's Signature: _____ Date: _____

ADDITIONAL TERMS AND CONDITIONS ADDENDUM



1. DEPOSITS

- 1.1. Unless otherwise agreed herein, Customer shall make a non-refundable deposit of 20% of total cost to retain Berryphotos to perform the requested photographic services (this order) for Customer. Upon completion of this order the deposit shall be applied to the total cost of this order.
- 1.2. If Customer shall cancel this order at least 6 months prior to the date of event on which Berryphotos' services are to begin with written notification, all payments (other than the retainer mentioned in part 1.1) will be returned in full. If cancellation occurs less than 6 months prior to event, Berryphotos shall charge the Customer 2/3 deposit cancellation fee as liquidated damages and not as a penalty. Berryphotos will refund the excess two thirds (if any) of Customer's deposit over Berryphotos' cancellation fee.

2. PAYMENTS

- 2.1. Customer may pay the total outstanding balance due at any time without prepayment penalties.
- 2.2. Customer shall make payments as outlined in this order.
- 2.3. A late fee of \$10 a week shall be charged to Customer for any payments not paid as outlined in this order. Should the Customer fail to make full payment by the date of event on which Berryphotos' services are to begin, Berryphotos retains all payments made and is not required to perform it's services at said event.

3. NEGATIVES AND COPYRIGHTS

- 3.1. Unless otherwise specifically agreed herein, Berryphotos has the sole and exclusive right to hold all negative material and digital file and make reasonable reproductions therein for Customer.
- 3.2. Images are presented as is. Alterations to images i.e. black and white or effects, may not be reversed or restored to original color image.
- 3.3. Unless otherwise specifically agrees herein, Berryphotos has the sole and exclusive right to apply for copyright protection for all or any part of this order. Notwithstanding the preceding, **Berryphotos grants the client and agrees to grant client unrestricted right and license to copy and dictate all photography work on the CD forwarded to client as part of the "Gold or Platinum Packages" herein.**

4. BERRYPHOTOS' USE OF PHOTOGRAPHS

- 4.1. Unless specifically agreed herein, Berryphotos has the sole and exclusive right to use the negative materials for this order and reproductions therefrom for the purposes of creating samples, displaying samples of Berryphotos' photographic work, entry in photographic exhibitions and other photographic contests, editorial or art displays and general display for Berryphotos as well as any advertising promotions including the internet.

5. LIABILITY OF STUDIO

- 5.1. In the event that this order cannot be completed due to an act of God, strikes, or other labor disturbances, severe weather conditions of any type, riots or civil disturbances, action or regulation by any local, state or federal government agency; any event considered a "force majeure" or any other event outside the control of Berryphotos, Berryphotos' liability to the Customer is limited to the return of the Customer's deposit.
- 5.2. If this order is for a copy order, restoration or framing of an original photograph or other materials, in the event that the original is lost or substantially damaged, Berryphotos' liability is limited to \$25 for each original.
- 5.3. In the event of illness, Berryphotos will make all reasonable efforts to replace the photographer assigned with another photographer.
- 5.4. In the event that this order cannot be completed due to any cause not described in either sections 5.1 or 5.2 or 5.3 above, Berryphotos' liability to Customer shall be limited to deposits originally received by Berryphotos.

6. MISCELLANEOUS

- 6.1. Berryphotos is hereby retained as sole and exclusive photographer to perform photographic services requested herein. Customer shall take all necessary steps to insure that this provision is enforced.
- 6.2. Berryphotos reserves the right to make additional charges to Customer if usage and purpose of this order is other than noted as indicated herein.
- 6.3. This order is binding upon the parties, their successors and assigns and may only be altered in writing by the parties.
- 6.4. Meals must be provided by Customer for Berryphotos' employees, or Berryphotos reserves the right to charge Customers \$75 per employee at event.

7. ALBUM SALES AND AGREEMENTS

- 7.1. Unless specifically included as part of an agreed upon package within this contract, all album sales are considered post event sales.
- 7.2. Unless otherwise specifically stated in this contract all albums included in either the Platinum or Diamond Package are created by GraphiStudio. All albums are 40 pages; additional pages, images or album dimensions are considered post event package enhancements and invoiced separately. All associated enhancement costs must be paid in full prior to the placing of the album order. It is understood that the actual layout of the images you choose, based on your choice of the optional layout formats, is at the sole artistic discretion of GraphiStudio and modification to their design is an additional cost.
- 7.3. It is hereby agreed that orders for all albums associated as part of the Platinum or Diamond Packages be submitted to Berryphotos prior to the one year anniversary of the Wedding Date or face a penalty late-processing fee of \$250 increasing by \$10 each additional month.

Initials: _____ Date: _____

Payment Method Credit Cards are charged full amount due in one transaction.

Personal Check made payable to Berryphotos

Pay in full via Credit Card

Name as it appears on card: _____

Credit Card Number

____/____

Expiration month/year

3 digit Code on back of card (4 digit on front of AMEX)

- VISA Master Card
- American Express
- Discover

Signature _____