

ABSTRACT BY DESIGN PHOTOGRAPHY AGREEMENT

1. Agreement/Jurisdiction: whose signature(s) appear on this contract (client), agrees that Abstract by Design Photography, known as "Photographer", shall provide services to photograph their booked event to the best of their 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 United States shall govern this contract, and any resulting arbitration shall take place within the US 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.

2. Style: acknowledges that the photographer takes a classy and cinematic approach to photography. No shots through the day are guaranteed (such as but not limited to, formals, first kiss, bouquet toss, etc.). acknowledges that the Photographer(s) is using their artistic discretion to create photographs as the photographer sees fit. Photographer retains the right to refuse to take images contrary to their photographic style and inappropriate images including but not limited to in undergarments and sexually suggestive poses (joking or not). Every effort will be made to assure satisfaction according to the Photographers professional standards. However, the Photographer is not responsible for subjective interpretations of photography.

3. Retainer and Payment: 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 a stated amount at the time of booking. 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 2 days prior to the event. The photographer is not responsible for reminding clients of due payments. In the event that the 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 Cashier's Check. Unless the contract is canceled, the retainer fee shall be applied to the photography fee total.

4. 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.

5. Destination Weddings and Travel Expenses: Travel expenses will be incurred for any event outside of Orlando, Florida, and agrees to pay the travel fee agreed upon in this contract. Travel fees may include but are not limited to gas, airline tickets, hotel, rental car, and miscellaneous expenses.

6. Cancellation: If for any reason cancels this contract before the , Photographer will keep the retainer and any payments made up to the point of cancellation. Cancellation must be made in writing or phone call. If fails to supply written cancellation as specified before the or cancels within two days of the event the client shall be required to pay the full balance due.. Photographers are not responsible for lost, delayed, or undelivered notice.

7. Reschedule: In the event that reschedules the event and Photographer is able to rebook the original for an event of equal or greater value, will receive credit for all monies already paid. A new contract will be required. The new package price will reflect pricing in effect when the date change occurs. If the Photographer is unable to rebook the original for equal or greater value, all paid monies paid will be forfeited and non-refundable.

8. Emergencies: When a cancellation occurs within two days of the event due to an emergency such as serious injuries, serious illness or death to the signing parties to this agreement or their immediate families, Photographer retains the deposit but will return any of the remaining balance that has been paid. (s) as well as the Photographer must produce documentation in writing showing cause stating reason, relationship and have an excuse signed by an attending physician, charge nurse, or funeral director along with their contact information. For the purpose of this agreement immediate family will consist of parents, stepparents, brothers, sisters, spouse, and children as well as myself and bride or groom. Either party (or Photographer) may invoke this clause up to the wedding day.

9. Photographer Substitution: The photographer may substitute another photographer in the event of Photographer's illness. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional. In the event that one Photographer of the team becomes ill during a session, it is understood that the other Photographer is capable and will complete the session without a second Photographer.

10. Liability: If Photographer 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, theft, or technical problems, and if he/she cannot provide another competent professional, all money received by Photographer, minus expenses or work already completed, will be returned to , 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 under this Agreement during the time preceding the date on which such liability arises.

11. Responsibilities: It is understood that Abstract by Design Photography shall be the exclusive photographer retained for the event. Photographers may bring an assistant at their discretion. Videographers and other vendors as well as semi-professional photographers must not obstruct or interfere with the official photography and are not allowed to take any still photos during formal sessions, including but not limited to Family, Wedding Party, and Couple Formals. It is the responsibility of the client to prevent family and friends from interfering with Photographer's duties. Guests will be asked to refrain from taking flash photographs at certain intervals of the event services to ensure proper exposure of images. Photographer is not responsible for compromised coverage due to causes beyond their control such as other people's camera or flash, the lateness of the family members and party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for wardrobe malfunctions or physical appearance. Photographer reserves the right to refuse to take equipment out in the rain/snow and in or near water. Photographer is not responsible for any damage or injuries that may be sustained due to but not limited to photos taken in or near water. Photographer is not responsible for existing backgrounds or poor lighting conditions (which may negatively impact or restrict the photography coverage). Maximum light is suggested for best results indoors for ceremonies, formals, and receptions. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by email for documentation. If email is sent, confirmation of receipt must be obtained. agrees to confirm the schedule one week prior to the event.

12. Harassment: Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by Photographer shall be the responsibility of . In the event Photographer or her employee experiences any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the wedding or other event (including, but not limited to, harassment from intoxicated persons, badgering, unwelcome sexual advances and verbal or physical conduct of a sexual nature) then the following process shall be followed: first offense: a verbal warning will be issued to a family member of the ; second offense: the offending person will be required to leave the event; third offense: Photographer will end coverage immediately and leave the event, Photographer shall be entitled to retain all monies paid hereunder and agrees to relieve and hold Photographer harmless as a result of incomplete wedding or event photography coverage. It is understood that Photographer will not negotiate any services with anyone not stated in this contract.

13. Coverage: Photographer will provide coverage for the dates, locations and continuous hours specified in this Agreement. Coverage begins as soon as Photographer arrives at the photography location. If one Photographer begins before the other, photography coverage commences when the first photographer arrives. Additional travel or coverage hours may be added by agreement, no later than 30 days prior to the wedding and must be paid in full with the remaining balance. Photographer reserve the right to take on other commissions outside of the times specified in this contract. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied or requested photos will be used for organizational purposes only. While the Photographer will make every reasonable

effort to take photos specifically requested by the , understands that this is an uncontrolled event and that due to the vagaries of the weather, available light, time restrictions, willingness of subject, etc. Photographer cannot guarantee that all requested photos will be taken. Images determined by the photographer to be substandard or duplicated may be edited out. The Photographer will use their professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to .

14. Copyright: All photographs taken by Abstract by Design are the Company's property, will remain their property and are protected by United States Copyright Laws. 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.

15. Authorship Credit: Authorship credit in the name of the Photographer (Abstract by Design Photography) with a link to the Photographers domain (www.abdphotography.biz) must accompany any images posted or displayed on any social media.

16. 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 Abstract by Design Photography. 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 , their legal representatives, heirs, and assigns.

17. Reproduction: agrees to purchase prints directly from Photographer unless in possession of high-resolution digital files. agrees not to scan, copy or reproduce images in any manner without written permission. Should Photographer become aware of reproduction without permission, 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 the right to reproduce the images provided for their personal use only (one household) and does not allow the photos to be altered, sold, gifted, or published. further agrees not to supply images to any third parties (including family, guests, vendors associated with the wedding, or album designers).

18. Reivement of Photos: Images are delivered in large JPEG format via shared drive server. It is understood that the photographer will not distribute raw files. Upon receipt of a photo, the client accepts all responsibility for archiving and protecting the photographs. Photographer does not permanently archive image files. Photographer is not responsible for the lifespan of any digital media provided. It is the client's responsibility to make sure that digital files are copied to new media as required. Any problems with retaining the photos must be reported within **30 days** of the event in order to receive a replacement file at no additional charge. Issues with accessing the folder arising after the 30 days will be subject to a \$125 fee for a replacement file.

19. Image Processing/Printing: Limited color correction and/or retouching are included at Photographer's discretion. Not all photos taken during the event will be provided to the client if Photographer deems the standards of product quality is not met. Based on the package selected there will be a precise quantity of photos provided to the client.

20. Photography Locations: client is responsible to schedule, receive permission, and provide required payments and gratuities in order to use various locations for photography. The is responsible to arrange for backup photography locations in case of poor weather conditions including rain, wind, snow, etc.

22. Event Food Service: It is the client's option to provide the Photographers a meal with assigned seating for events of five hours or longer. If no meal is provided, it is understood the Photographers will leave the event for a half hour to consume a meal. Meal breaks do not pause the consecutive wedding photography coverage. The Photographer is not responsible for any photos that may be missed while obtaining a meal.

23. Timeline and Package Proofing: The following are approximate dates and may be subject to change due to high volume weekends.

BOOKING - Deposit and Photography Agreement received by the Photographer and /times are reserved.

6 TWO DAYS BEFORE SHOOT DATE - Any cancellations from this point on are now subject to full payment.

30 DAY BEFORE SHOOT- Any remaining balance is due and final payments must be made.

WEDDING OPTIONS

3 MONTHS AFTER THE WEDDING - Photographer will email a proofing package. This proofing package may include print options and album templates for approval. The Photographer on the basis of photographic excellence selects images included in the album. Photographer does not offer selection or template customizations. Albums are an expression of Photographers art and Photographer maintains final approval of album design and photos displayed. must complete proofing package approval within 30 days from receiving the proofing package. After that date, Photographer will assume approval for album design and deliver the album as displayed.

Once Photographer has received album approval/changes, Photographer will send an updated proofing package to review. Once the change has been approved, it will then be submitted to the publisher. Due to the fact that printing and production is outside the control of the Photographer, the will not hold the Photographer responsible for late or delayed albums. Memory Books are generally ready within four weeks and Plush Albums within eight weeks of being submitted to the publishers.

6 MONTHS AFTER THE WEDDING - Your complete wedding package will be mailed to you via UPS

Note: The more changes and adjustments requests, the longer it will take the and other Abstract by Design's clients to receive packages. Please be courteous and respond to proofing package emails promptly so that everyone gets their photos in a timely manner.

The undersigned agrees to the terms of this agreement.

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