



Eye Wander Photo, Inc.
 13543 Bogwood Ave./ Baton Rouge, LA 70818
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Wedding Photography Agreement

Today (date) _____, (bride) _____ & (groom) _____, hereafter referred to as "Client", employ Eye Wander Photo, Inc. (also referred to as "*photographer*" and "studio") to photograph their wedding on (date) _____. The event will be documented a total of _____ hours.

Eye Wander Photo, Inc. will report to (name of location/address) _____
 _____ at this time: _____ ph. number of this location _____

Ceremony begin and end time: _____ Reception begin and end time: _____

Ceremony name/address: _____ ph. number: _____

Reception name/address: _____ ph. number: _____

Number in wedding party: (bridesmaids) _____ (groomsmen) _____ Flower girl (qty): ____ Ring bearer (qty) ____

Ushers: ____ Other: _____ # of guests (est): _____ Bride's parents divorced? _____

Groom's parents divorced? _____ Wedding colors _____ Bridesmaid dress colors _____

Eye Wander Photo, Inc. will photograph the ceremony and also the reception, unless noted otherwise. If client wishes for a package to include special items NOT listed in the package description or wishes to make substitutions, list them below to ensure client receives all items/coverage needed. List **special requests** here also.

The entire package costs a total of (including 9% tax for all photography performed within state of Louisiana) \$_____, and the amount will be broken up into smaller payments. The retainer fee of \$1000 will be due on the date of the signing of this agreement. The remaining balance is \$_____. This payment along with this signed contract will reserve Eye Wander Photo, Inc. for the date of the wedding. **50% of the remaining balance will be due four months prior to the wedding. The final balance is due in full 30 days before the wedding.** Installments may be made up until this date. Initial retainer fee must be paid with cash or check. All remaining payments may be paid with cash, check or credit cards. (MasterCard or Visa accepted only) **Please make checks out to: Eye Wander Photo, Inc.** Any check that is written with non-sufficient funds will result in the Client being charged an NSF fee of \$25.

Initial next to each paragraph AFTER reading that section carefully.

*Initial here _____ GENERAL GUIDELINES: Upon signing this agreement, the Studio/Photographer shall reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, unless the Studio is able to fully replace the cancelled reservation, all retainer fees are non-refundable, even if the date of the wedding is changed or the wedding is cancelled for any reason.

It is understood Eye Wander Photo, Inc. is the exclusive official photographer retained to perform the photographic services requested on this Contract. Other photographers (family & friends at the weddings with cameras) and hired professional videographers must not interfere with the photography process during any part of the wedding day. No part of any order will be delivered until the balance is paid in full.

*Initial here _____ PRICE LIST: The charges in this Contract are based on Eye Wander Photo's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed. Prices for special add-ons or additional services listed on the price list are only guaranteed if they are written in the above "special requests" line. If the client waits to order these items/services until a later date, the prices may have changed and the Client will be responsible to pay the current price for these items/services.

*Initial here _____ CANCELLATION/ POSTPONEMENT: **If the event is cancelled or postponed, all payments made up until the cancellation date are non-refundable.** If the newlyweds get separated or decide they do not want the pictures or any part of the package NOT YET RECEIVED (for whatever reason), we will provide no refund whatsoever on any payments made by the client/ wedding party. The client must take ownership of all parts of the package the client purchased. **If the event's date is altered for any reason, even due to unforeseen catastrophic events, the client will lose the non-refundable retainer fee UNLESS Eye Wander Photo is able to rebook the ORIGINAL date in a timely manner with another wedding or comparable event.** However, Eye Wander Photo cannot guarantee its availability on the new date but if its schedule permits EWP will photograph the event. In such cases a new \$1000 non-refundable retainer fee must be paid.

*Initial here _____ PHOTO LIST & FORMAL PHOTOS: The clients agree to furnish Eye Wander Photo, Inc. with a list of pictures they wish to have taken both before and after the ceremony and during the reception (formal wedding party/family portraits, special guests, special ceremony pictures, special reception pictures, random shots that are out of the ordinary, special requests, etc). Include the person's relationship to you when making your list (not actual names, as I won't know who they are). Submit the list via email in a Word (or equivalent) document. Eye Wander Photo, Inc. will attempt to photograph every image/event on the list provided by the client. The wedding party and bride and groom agree to set aside up to 1 1/2 hours time for photographs that cannot be obtained during the ceremony and will be broken down as follows: formal photography may begin 1 hour before the ceremony for wedding party/family photographs and 1/2 hour after the ceremony for additional formal family photographs. If the bride's or groom's or any member of the wedding party's late arrival prevents an image from being taken the photographer shall not be held liable for failure to take desired photographs. Any important family photos (extended family included) needed to be taken at the ceremony or reception need to be added to this list. If they are not on the list, they may not be taken. **During the formal photo sessions on the wedding day both before and after the ceremony, Eye Wander Photo, Inc. will require the undivided attention of the wedding party and complete family members to be photographed so these formal photos can be done in a timely manner. Following the ceremony and upon entering the reception, the bride and groom are to wait for Eye Wander Photo to set up equipment in the reception prior to entering the room and/or beginning any activities. Eye Wander Photo will not be responsible if any photos are missed if the wedding party disregards this request.** It is not always possible nor is there a guarantee to capture every image/event on the provided shot list due to unforeseen circumstances. Wedding photography is a realistic service and Eye Wander Photo, Inc. does not guarantee every shot will be "picture perfect." Eye Wander Photo always does its absolute best, which is why you are hiring us to do the job. If no list is provided, Eye Wander Photo, Inc. cannot be held liable if desired photographs are not taken during the wedding and reception.

*Initial here _____ PRE-EVENT CONSULTATION EMAIL: The parties agree to respond in detail to a pre-event consultation email sent out approximately two weeks before the event date in order to finalize the actual shooting times, locations, and client's photo request list.

*Initial here _____ FOOD AT WEDDING RECEPTION: Client agrees to provide food and water and soft drinks at no charge for Eye Wander Photo, Inc. and its team of photographers and assistants at the wedding reception. Food can be provided in ONE of the following ways:

- A. A decent meal provided ahead of time by the caterer (a sandwich/fruit tray won't qualify as "decent")
- B. A seat and full meal provided for each photographer and assistant at a table if the event is a formal sit-down dinner

C. Allow Eye Wander Photo team ability to get food from a buffet table that is provided for wedding guests

*Initial here _____ TRAVEL/MILEAGE: Client agrees to pay additional mileage fee of \$0.65/mile for every mile above 160 miles roundtrip. There is no charge for first 160 miles. Travel begins and ends at 244 Linda Ave., Baton Rouge, LA. The clients are responsible for any incidentals that are unforeseen on the day of the wedding including but not limited to required valet parking plus tips, parking garage fees and taxicabs. The clients will be billed after the wedding date. This applies to multiple cars that the photographer and associate photographers/assistants drive. If the wedding is out of state and requires a flight, the client agrees to pay the flight and lodging for the photographer and assistant/second photographer.

*Initial here _____ **LIMITED LIABILITY: If Eye Wander Photo, Inc. cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return the retainer fee and all payments made by the Client to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Studio/Photographer fails to perform for any other reason, the Studio/Photographer shall not be liable for any amount in excess of the retail value of the Client's order.**

In the unlikely event that Eye Wander Photo, Inc. is unable to photograph the event, Eye Wander Photo, Inc. will make every effort to secure a competent professional photographer. 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 the event package. Eye Wander Photo, Inc. takes the utmost care in regards to the exposure, development, printing and delivery of all photographs. However, in the event Eye Wander Photo, Inc. fails to comply with the terms of this agreement due to any events outside of our control, liability is limited to refund of retainer fees and payments made by the client (retail value of the Client's order) only.

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 pictures taken presented to the client. FOR EXAMPLE, if 10 out of 500 images are missing/lost but Eye Wander Photo, Inc., in fact took these images, then the client is entitled to a refund of 2% of the original fee paid for the photography package. In the event Eye Wander Photo, Inc. loses all photos such as in the event of a catastrophic hard drive failure, Eye Wander Photo, Inc. will refund the retainer fees and the clients shall agree to return all materials obtained from Eye Wander Photo, Inc. (picture CDs and/or DVDs, picture enlargements, canvases, albums, proof books) back to Eye Wander Photo, Inc. This limitation of liability specifically waives any claim for damages on the part of the client for mental and emotional suffering, inconvenience, and the like.

Client agrees that in no event shall Eye Wander Photo, Inc.'s liability for any failure to perform under the contract exceed a refund of all amounts paid by client. Client acknowledges that this waiver of liability was called to his/her attention at the time he/she signed this contract and that he/she understands the waiver of liability.

*Initial here _____ MODEL RELEASE: Eye Wander Photo, Inc. reserves the right to use photos and/or video (reprints, negatives, DVDs, video footage and digital media) for display, publication, promotion, competition, or other purposes or other purposes without compensation or liability to the contracting party. Eye Wander Photo, Inc. has the right to alter the images/video for creative purposes without permission of the client.

*Initial here _____ **COPYRIGHT INFORMATION/ UNAUTHORIZED DUPLICATION OF IMAGES and VIDEO:** The client grants Eye Wander Photo, Inc. the unrestricted sole copyright of the images/video. It is strictly ILLEGAL for the client to make copies of any photo and/or video taken by Eye Wander Photo, Inc. either in the form of a physical print, scan of a photograph, copy of a disc given to client by Eye Wander Photo, Inc. or copy of a digital file from Eye Wander Photo, Inc., including files on Eye Wander Photo's Web site and through the online proofing via Photorelect.com and Facebook.com and Myspace.com and any other website on which my photos are posted. **IN SUMMARY, DO NOT COPY OR STEAL ANY PHOTOS AND/OR VIDEO FROM EYE WANDER PHOTO, INC. BY SCANNING PHOTOS OR COPYING THEM FROM THE WEB SITE OR COPYING THE DVDs. It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Eye Wander Photo's written permission, and violators of this Federal Law will be subject to its civil and criminal penalties.** It is through these photographs and video discs that Eye Wander Photo, Inc. stays in business and feeds its employees/family. If the client purchases the high-resolution images (photo files) on disc, the client must obtain a copyright consent form from Eye Wander Photo in order to reproduce them. However, Eye Wander Photo, Inc. always owns the copyright. Furthermore, the

client must contact Eye Wander Photo, Inc. if they are to be reproduced in printed media or online (for advertising purposes) and must credit Eye Wander Photo, Inc. for the work in the form of a credit line exactly as listed here: "All images © 2011 Eye Wander Photo, Inc." Substitute "2011" for year photos were taken. The client agrees to release all claims to monetary profits that may arise from use of images/videos. After purchasing the high-resolution disc of images (and only after this purchase) client may post photos online and make prints from the disc but under no circumstance may client sell images and may not make copies of the disc to distribute to anyone other than to make a personal backup copy for oneself. Eye Wander Photo, Inc. retains exclusive rights to the sale of the images and relies on sales from friends/family to remain in business. Client may not post the photos/videos online without permission from Eye Wander Photo, Inc. When posting online (i.e. Facebook or wedding website) or publishing them in print (newsletter, magazine, newspaper, article, etc.) with permission, photo credit must be given to Eye Wander Photo, Inc. in writing next to the published image.

*Initial here _____ ADDITIONAL INFO/ TURNAROUND/ REORDERS: The total cost of the package includes the cost of developing all pictures; proof books are yours to keep (but you do NOT have permission to scan images to make copies of them). For the photography turnaround, **depending on its workload, Eye Wander Photo, Inc. may take up to 8 weeks to post the photos online and/or deliver the initial CD slideshow (electronic wedding proofs) with all images on it. Average turnaround times for wedding photography are between 4-5 weeks, spring & fall weddings having the longest turnaround times. If a client has pre-ordered a wedding album, the client has a maximum of 3 months from the date photos are posted online to notify Eye Wander Photo of images to appear in the wedding album. If client fails to do so in this time frame, the client grants Eye Wander Photo the right to make the choices for photos included in the album.**

All final images from engagement, bridal and wedding day will be posted to www.EyeWanderPhotoOrders.com for clients, friends/family to view and order for up to 90 days. The only session commonly protected with a password is the bridal session. Notify Eye Wander Photo before they go online if you require a password on the other sessions. Images may be reposted online at a fee of \$10 after the initial online gallery has expired if they are still available. Photo reorders may be made by anyone long after the online galleries have expired. After 12 months of the photos being initially posted online, Eye Wander Photo is no longer responsible for the photos' availability for ordering.

*Initial here _____ Eye Wander Photo has permission to pass out Event Cards at the wedding created specifically for the wedding so guests/family can view images at the online proofing website at a later time.

There are no other agreements between the parties. Any modification of this contract must be in writing and signed by the parties. This contract is interpreted according to the law of the State of Louisiana.

Should a court of law declare any part of this contract invalid, such declaration of invalidity shall not affect the remaining parts of the contract. YOUR SIGNATURE BELOW INDICATES THAT ALL TERMS OF THIS AGREEMENT ARE UNDERSTOOD AND AGREED UPON.

9% SALES TAX IS TO BE ADDED TO ALL ITEMS PURCHASED. THE RETAINER FEE PAID UPON SIGNING THIS AGREEMENT SECURES EYE WANDER PHOTO, INC. FOR YOUR WEDDING DATE.

Client(s) signatures: _____

Email addresses

Bride: _____

Groom: _____

Date _____

Current Mailing address: _____

bride cell phone number _____

bride home phone number _____

Anticipated mailing address of new home: _____

groom cell phone number _____

Eye Wander Photo, Inc. representative _____

groom home phone number _____

Aaron Hogan, President _____

Date _____