



13780 BUTTERNUT RD.  
BURTON OHIO

## SERVICE AGREEMENT

1. The Lightroom Photography, by offering this contract, agrees to provide the services discussed and listed in the description of the package chosen below.
2. The customer requesting this service agrees to make an initial deposit of at least \$500.00 and agrees to pay the remainder of their balance no less than 14 days prior to the event.
3. Estimated production time for an album is 6-8 weeks after the event.
4. The Lightroom Photography will release image rights to the customer as per terms and conditions listed.
5. The Lightroom Photography politely requests dinner for two in the main hall at the reception.
6. The Lightroom Photography will refuse to take any picture deemed inappropriate.

### COLLECTIONS

#### COLLECTION ONE

TWO PHOTOGRAPHERS

DISC CONTAINING ALL IMAGES

1 OX 10 THIRTY-SIX PAGE STORYBOOK ALBUM

1 2X 18 FRAMED AND MOUNTED PRINT

TWO 6X6 PARENT BOOKS

ENGAGEMENT SESSION

ONLINE PROOFING

\$3500.00

#### COLLECTION TWO

TWO PHOTOGRAPHERS

DISC CONTAINING ALL IMAGES

1 OX 10 TWENTY-EIGHT PAGE STORYBOOK ALBUM

TWO 6X6 PARENT BOOKS

ONLINE PROOFING

\$3000.00

#### COLLECTION THREE

TWO PHOTOGRAPHERS

DISC CONTAINING ALL IMAGES

1 OX 10 TWENTY-FOUR PAGE STORYBOOK ALBUM

\$2200.00

#### ADDITIONAL ITEMS

6X6 PARENT BOOKS

FRAMED AND MOUNTED PRINTS

ADDITIONAL ALBUM PAGES

ALBUM COPIES

ONLINE PROOFING



DATE OF CONTRACT:

WEDDING DATE:

BRIDES NAME AND PHONE NUMBER:

GROOM'S NAME AND PHONE NUMBER:

ADDRESS:

WEDDING LOCATION:

RECEPTION LOCATION:

E-MAIL:

ADDITIONAL INFORMATION:

**A DEPOSIT OF \$500 IS REQUIRED TO RESERVE THE DATE. THE DEPOSIT IS  
NON-REFUNDABLE.**

**MAKE CHECKS PAYABLE TO THE LIGHTROOM PHOTOGRAPHY AND DESIGN.  
PHOTOGRAPHERS ARE APPOINTED AT THE LIGHTROOM'S DISCRETION**

1. **ENTIRE AGREEMENT:** This agreement contains the entire understanding between "The Lightroom 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.
2. **RESERVATION:** Upon your signature, "The Lightroom 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 Deposit of \$500 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. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit 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 no later than 14 days prior to the event
3. **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 deposit will be forfeit. "The Lightroom Photography" agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT.
4. **PRE-EVENT CONSULTATION:** The parties agree to a pre-event consultation before the wedding date in order to finalise the actual shooting times and locations.
5. **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).
6. **TIME WINDOW:** The bride and/or groom agree to set aside at least a 60 minute time frame after the ceremony for photographs that cannot be obtained during the ceremony or reception. The 60 minutes 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 60 minute window from occurring, "The Lightroom Photography" shall not be held liable for failure to take desired photographs.
7. **COOPERATION:** The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. "The Lightroom 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 "The Lightroom Photography". "The Lightroom 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 informal or candid photographs.
8. **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 "The Lightroom 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, "The Lightroom Photography" will not be held liable for any photographs not taken.
9. **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; "The Lightroom Photography" will offer technical recommendations only.
10. **DIGITAL NEGATIVES, PRINTS and COPYRIGHTS:** The photographs, digital negatives or prints produced by "The Lightroom Photography" are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without "The Lightroom 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 negatives and/or slides 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 "The Lightroom Photography" prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.
  - **MODEL RELEASE:** THE CLIENT hereby assigns and grants "The Lightroom 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 "The Lightroom Photography" and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that "The Lightroom 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 "The Lightroom Photography".
  - **EXCLUSIVITY / GUEST PHOTOGRAPHY:** It is understood that "The Lightroom Photography" will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by "The Lightroom Photography", THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographer are in session. "The Lightroom Photography" suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of "The Lightroom Photography" to capture the formal wedding portraits. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography cannot be permitted. "The Lightroom Photography" will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar during the time "The Lightroom Photography" equipment is being packed up. In return for this consideration "The Lightroom Photography" insists no other guest photography take place when or where "The Lightroom Photography" is working. No other guest/photographer using professional equipment will be allowed by "The Lightroom Photography" at any time during the wedding. "The Lightroom Photography" reserves the right to stop any photographic services paid for and leave the function should any other person take photographs with any professional equipment – with the deposit being forfeit.
  - **GUEST COOPERATION:** 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. "The Lightroom 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 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, 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.
14. **COMPLETION SCHEDULE:** The printing process can only start once "The Lightroom Photography" receives the order list for the required images. Digital processing takes approximately 2 weeks. Creation of a wedding album takes 6-8 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.
15. **PAYMENTS:** THE CLIENT agrees that \$500 deposit is required at the time of contract acceptance and 100% of the remaining balance is due no less than 14 days prior to the event.
16. **FINAL DELIVERY:** "The Lightroom Photography" will deliver the prints and any additional material once printing is completed. "The Lightroom Photography" will also deliver a DVD with the high resolution negatives of all images selected. High resolution prints of these images can be ordered from "The Lightroom Photography" at the specified tariffs.
17. **METHOD OF REMUNERATION:** Payment may be made in cash, or check to the The Lightroom Photography
  - **PROOF OF PAYMENT TO BE PROVIDED ON REQUEST**
18. **PENALTY FEES & CHARGES:** There is a \$200.00 late payment fee for any payments that are not postmarked or delivered to "The Lightroom Photography" by the required date.
19. **RIGHT OF WITHDRAWAL:** "The Lightroom 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 "The Lightroom Photography" initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, \$100.00 an hour is charged for all photography services already provided and \$50.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.
20. **LIMIT OF LIABILITY:** In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. "The Lightroom 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. "The Lightroom 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 "The Lightroom Photography" 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.
21. **NON-GUARANTEE:** Although every possible care will be taken to produce photographs of all important and special events during the wedding, "The Lightroom Photography" cannot place an unconditional guarantee on the above. "The Lightroom 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 "The Lightroom Photography"'s control.
22. **PERFORMANCE:** The performance of this contract on behalf of "The Lightroom Photography" shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.
  - **24. 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.
25. **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 "The Lightroom Photography" at the time of acceptance of this contract shall be recognized as amendments to this contract.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed \_\_\_\_\_ (CLIENT RESPONSIBLE FOR PAYMENT)

Signed \_\_\_\_\_ (on behalf of "The Lightroom Photography")

Date \_\_\_\_\_