

Agreement/Jurisdiction: The person(s) whose signature(s) appear on this contract, known as "Client", agree that unitymike wedding photography, known as "Photographer", shall provide services to photograph their wedding and related events 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 State of Massachusetts shall govern this contract, and any resulting arbitration shall take place within Worcester County, Massachusetts. Client 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.

The following contract is for: **BRIDES NAME & GROOMS NAME** on the date of **DAY, MONTH, YEAR** at **LOCATION NAME & ADDRESS**. If location or date changes then a new contract will be drawn up. "Photograph(s)" means all photographic material furnished by unitymike wedding photography, hereinafter "Photographer", whether transparencies, negatives, prints, digital images or otherwise.

ENTIRE AGREEMENT: This agreement contains the entire understanding between unitymike wedding 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.

PACKAGE: Engagement session on location with 6x6 brag book. Photographer for entire day (getting ready thru last dance). Second photographer for ceremony & reception. Online gallery (www.IShotYourWedding.com). Custom wooden flash drive (for storage purposes). 10x10 photo album w. (2) accompanying 8x8 parent albums (upgrades available). Snap N Flash photo booth (3 hours)

LIMITATION OF LIABILITY: Unitymike wedding photography warrants and declares that every effort will be made to provide high quality photographic services.

SUBSTITUTION: In the event of illness or sudden event out of the control of both parties, unitymike wedding photography will attempt to substitute a photographer at no cost to client. This contract will be transferable to said Photographer. A photographer with the same degree of experience and professionalism will be chosen.

FAILURE TO PERFORM: Due to the limited and subjective nature of the event, Unitymike wedding photography can not be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the church or location restrictions. The photographer is not responsible for lost photo opportunities due to other cameras or flashes, the lateness of the bride, groom, or other principles. The Photographer is not responsible for the lack of coverage due to weather conditions, scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location. It is acknowledged that any lists submitted to Unitymike wedding photography will be used for organizational purposes only and in no way represents photography that will actually be produced. Unitymike wedding photography will do its best to fulfill all requests but can make no guarantees all images will be delivered. Clients are responsible for all location fees and permits.

PHOTOBOOTH: Photobooth is provided by Snap N Flash (Sturbridge, MA). <http://www.snapnflash.com>. If you have booked a package with Snap N Flash You are responsible for booking photo booth and providing Snap N Flash with details related to your wedding. There are details that I will not know about your wedding reception such as setup location, time you want photo booth set up and additional add-ons. Photo booth comes standard with three hours and unlimited prints for your guests. Any additional add-ons must be discussed prior to your wedding date.

GARMENTS: Unitymike wedding photography cannot be held responsible for damage to garments during environmental events. Client is responsible to arrange personal assistance for wedding garments.

REQUESTED PHOTOS: While Photographer will make every reasonable effort to take photos specifically requested by Client, Client understands that this is an uncontrolled event and that due the vagaries of the weather, available light, time restrictions, and willingness of subjects, Photographer cannot possibly guarantee that ALL requested photos will be taken. Unitymike wedding photography takes the utmost care with respect to the exposure, editing and production of all products and services offered. Every effort will be made to assure satisfaction according to our professional standards. However, the Studio is not responsible for subjective interpretations of photography. Weddings and events are dynamic and fast moving. While we make the best effort possible, we do not guarantee that everyone will be photographed, nor do we guarantee the exact number of images of any one person at the wedding, or the exact total picture count.

EXCLUSIVITY: Unless agreed upon in advance, Unitymike wedding photography shall be the exclusive photographer retained for the event. Photographer may bring assistant's at their discretion. Videographers and other vendors as well as semiprofessional photographers must not obstruct or interfere with the official photography and are not allowed to take any still photos during formal sessions. Wedding guests may take photos, but it is the responsibility of Client to prevent family and friends from interfering with Photographer's duties. 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 bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage.

COPYRIGHT: All photographs taken by Unitymike wedding photography are their property, will remain their property and are protected by United States Copyright Laws (USC Title 17). Client 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.

MODEL RELEASE: The Client hereby grants to the Photographer and its legal representatives and assigns, 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 and 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 Photographer and his legal representatives and assigns from all claims and liability relating to said photographs.

HOUSE RULES: The Photographer is limited by the guidelines of ceremony officials or 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 Photographer will offer technical recommendations only.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation approximately one to two weeks before the event date in order to finalize the actual shooting times, locations, event procedures and special requests for specific photographs. This consists of a phone call to go over the details of the wedding work sheet (see CONTACT FORM) which is filled out prior to wedding.

CONTACT FORM: A form stating date, time, location, bridal party size, dressing locations, guest count, phone numbers and e-mail addresses. This form is a guide for the weddings which will remain on photographers person on the day of the wedding acting as notes. This is filled out the week of the wedding and the Wednesday or Thursday before your wedding date we will review all information. www.unitymike.com/contact-form/

COOPERATION: The Client is responsible for the conduct of their guests. Coordination with other service providers is necessary to complete all the photography as scheduled. The clients should share the photography schedule with other service providers to make sure that there are no conflicts with times. In addition, events during the wedding day should be planned to make the best use of time from all vendors. The Photographer will not tolerate trying to share their time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography will seriously affect the quality of the photographs taken and increase the number of photos that must be created. If the Client is unable to control the conduct of their guests 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. We understand that in such an event, no refunds will result.

EVENT GUIDE: The Client will be responsible for designating an "Event Guide". The Event Guide is optional but very highly suggested. The role of the Event Guide is to identify people/objects of whom/which specific photographs are desired, as well as to make certain that these subjects are available when needed. It is recommended that The Client develop a list of desired poses, locations, and subjects (family and friends) and share this with the EVENT GUIDE well before the wedding. 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).

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 Client. In the event Photographer or their employee's 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, 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 client; second offense: the offending person will be required to leave the wedding or event; third offense: Photographer will end wedding coverage immediately and leave the event, Photographer shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold Photographer harmless as a result of incomplete wedding or event photography coverage.

ARCHIVAL: Upon receipt of a photo DVD, Client accepts all responsibility for archiving and protecting the DVD or Flash Drive. Photographer will permanently archive image files and make them available at a later date if need be. Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required. If the disc is lost or destroyed a replacement disc can be made available at the current replacement rate at that time.

TANGIBLES: Wedding album's favorite selections must be completed within a year of the wedding date. Instructions are e-mailed to you once wedding photos are completed. Failure to complete will result in a \$100 surcharge on album. Custom wooden flash drive typically ships before the end of the year if not sooner.

CANCELLATION: Upon acceptance of these terms, the Photographer reserves the time and date for Client and will NOT make any other reservations for that time. For this reason, the retainer is non refundable, even if Client cancels the order for photography, or changes the date of the event. However if the Photographer is able to contract another event of at least equivalent value for the canceled date, the retainer will be refunded. The Photographer warrants that in the event of a cancellation, reasonable effort will be made to secure a replacement assignment.

RESCHEDULE: In the event that Client reschedules the wedding and Photographer is able to rebook the original wedding date, Client 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. In the event that Client reschedules the wedding and Photographer is not able to rebook the original wedding date, Client forfeits the retainer but will receive a credit for all other monies paid. Credit may be applied to wedding coverage within one year of original date provided Photographer is available.

METHOD OF CANCELLATION: In the event of a canceled or rescheduled wedding, Unitymike wedding photography requires notification in writing signed by the contracted party sent via certified mail by the United State Post Office as well as by phone, at least 7 days prior to the wedding date. This is the method of cancellation agreed upon by all signing parties and the only method of cancellation that will be accepted.

RETAINER: A retainer fee of \$100.00 is required to hold the date of your event. No date is reserved until a retainer is received. Additional custom orders (reprints, enlargements, albums) must be paid in full at the time of order. 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 before any photos are received by client.

METHOD OF PAYMENT: Payment may be made by Cash, Check, Paypal, Credit Card. Checks may be made out to Michael Hendrickson. PayPal e-mail address is: mikey@unitymike.com. The entirety of the wedding photos will not be delivered/released until the balance (\$0000.00) is paid in full. Payments can be made in full or in any lump sums or payment schedules. Payments schedules are decided by client in advance. Returned checks are subject to a \$50.00 returned check fee. Client assumes responsibility for any and all collection costs and legal fees incurred by Unitymike wedding photography in the event of enforcement of this contract becomes necessary. All legal action shall take place in Worcester County, Massachusetts.

MEALS: In order for Photographer to make arrangements for themselves and their associate, they request information about whether meals will be provided or not. If meals are provided it is to be served at same time as wedding party if not earlier. This allows for maximum coverage of bride & groom throughout the reception.

FORCE MAJEURE: If Unitymike wedding photography or its assigns, cannot perform this agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, or due to the photographers illness, then Unitymike wedding photography shall return any moneys paid by the client, less expenses, but shall have no further liability with respect to the agreement. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, compact flash card malfunction, lost in the mail, or otherwise lost or damaged without the fault on the part of Unitymike wedding photography.

The charges in this Contract are based on the Studio's/Photographer unitymike wedding photography'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.

Client may not assign or transfer this agreement or any rights granted hereunder. This agreement binds and insures to the benefit of Photographer, Client, Clients principals, agents and affiliates, and their respective heirs, legal representatives, successors and assigns. Client and its principals, agents and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing because of immediate proximity of shooting. This agreement incorporates by reference Article 2 of the Uniform Commercial Code and the Copyright Act of 1976, as amended.

Additional retouching requires a custom quote. Basic adjustments to exposure, color temperature, contrast, sharpness and other settings will be made prior to delivery of photos. Additional adjustments will be made to a reasonable amount of photos. Supply of products by outside manufacturers may change at any time, which may be beyond our control. In that event, substitutions may be made. Photographer reserves the right to edit and will be the final authority on the images that will be offered for sale to the client.

Michael Hendrickson
(Photographer)

(Client)