

Carried Through Time Photography

WEDDING PHOTOGRAPHY CONTRACT

Carrie Muenks – 573.694.0872
 1755 Lee Street – Holts Summit, MO 65043
 photos@carriedthroughtime.com
 www.carriedthroughtime.com

<i>Wedding Date/Time:</i>	
<i>Wedding Location:</i>	
<i>Reception Location:</i>	
<i>Bride's Name:</i>	<i>Phone:</i>
<i>Address:</i>	<i>E-mail:</i>
<i>Groom's Name:</i>	<i>Phone:</i>
<i>Address:</i>	<i>E-mail:</i>
<i>After Wedding Address:</i>	<i>After Wedding Phone:</i>

Services to be provided by Carrie Muenks/Carried Through Time Photography:

Photograph wedding and reception, formal and informal poses, for 8 consecutive hours on day of wedding. Display images in a password protected client gallery on Carried Through Time Photography website; provide a Disc(s) of all digital images with printing rights.

Fee: \$1000

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between Carrie Muenks/Carried Through Time 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. CLIENT affirms that CLIENT is at least 18 years old and has the capacity to enter into a contract with Carrie Muenks/Carried Through Time Photography.
3. RESERVATION: A Reservation Deposit of half is required to reserve your wedding date. Upon your signature, Carrie Muenks/Carried Through Time 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 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 CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due two weeks prior to wedding date.
4. FINAL IMAGE DELIVERY: After the wedding, Carrie Muenks/Carried Through Time Photography will provide THE CLIENT with a password protected client gallery on Carried Through Time Photography website that will display digital images. In addition, a disc(s) of all digital photographs will be prepared and provided to THE CLIENT. This disc(s) will contain all digital photographs taken at the event. THE CLIENT should as soon as possible provide Carrie Muenks/Carried Through

Time Photography with a list of desired images to be printed, enlarged and/or digitally manipulated. The list should specify which images should be in color, black and white or sepia. Printing of photographs cannot commence prior to Carrie Muenks/Carried Through Time Photography's receipt of this list.

5. CANCELLATION: In the event that THE CLIENT cancels the wedding photography services outlined in this contract before the wedding ceremony takes place, THE CLIENT agrees to pay Carrie Muenks/Carried Through Time Photography liquidated damages equivalent to the Reservation Deposit. Carrie Muenks/Carried Through Time Photography agrees to refund all additional paid money, if any, (less expenditures for which receipts will be provided) to THE CLIENT.
6. PRE-EVENT CONSULTATION: It is strongly recommended that THE CLIENT schedule a pre-event consultation before the wedding date to finalize the actual shooting times and locations.
7. EVENT GUIDE: THE CLIENT will be responsible for designating an "EVENT GUIDE." 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).
8. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Carrie Muenks/Carried Through Time 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 Carrie Muenks/Carried Through Time Photography. Carrie Muenks/Carried Through Time 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.
9. HOUSE RULES: The photographer is limited by the guidelines of the ceremony officiant 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; Carrie Muenks/Carried Through Time Photography will offer technical recommendations only.
10. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by Carrie Muenks/Carried Through Time Photography are protected by U.S. Copyright Law (all rights reserved) and may not be reproduced in any manner without Carrie Muenks/Carried Through Time 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:
 - a. 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.
 - b. THE CLIENT must obtain written permission from, and compensate Carrie Muenks/Carried Through Time Photography prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.
 - c. Images may be used on personal web sites as long as a copyright notice appears near the images stating that they were taken by Carrie Muenks/Carried Through Time Photography as well as a web link to <http://www.carriedthroughtime.com> is placed onto the web site.
11. MODEL RELEASE: THE CLIENT hereby assigns and grants Carrie Muenks/Carried Through Time Photography and its legal representatives the absolute and irrevocable right and unrestricted permission to use and publish any 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 Carrie Muenks/Carried Through Time Photography and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Carrie Muenks/Carried Through Time 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 Carrie Muenks/Carried Through Time Photography.

12. **EXCLUSIVITY / GUEST PHOTOGRAPHY:** It is understood that Carrie Muenks/Carried Through Time Photography will act as the sole and exclusive wedding photographer. Carrie Muenks/Carried Through Time Photography reserves the right to bring one assistant at her discretion. Since flashes from guests' cameras may ruin shots taken by Carrie Muenks/Carried Through Time 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 is in session. The formal photography time is for the exclusive use of Carrie Muenks/Carried Through Time Photography to capture the formal wedding portraits. Due to time constraints and the need for subjects to pay full attention to the professional photographer, guest photography is requested to be done at a separate time.
13. **COMPLETION SCHEDULE:** The printing process can only start once Carrie Muenks/Carried Through Time Photography receives the order list for the required images. Digital processing takes approximately two weeks. Creation of a wedding album takes six to ten weeks, enlargements one to two weeks or possibly longer when laboratory and bindery schedules are heavy.
14. **PAYMENTS:** THE CLIENT agrees that a reservation deposit of half is required at the time of contract acceptance and 100% of the remaining balance is due two weeks prior to wedding date.
15. **FINAL DELIVERY:** Carrie Muenks/Carried Through Time Photography will deliver the prints and any additional material once printing is completed. Carrie Muenks/Carried Through Time Photography will also deliver a disc(s) with the digital images taken during your wedding and reception.
16. **METHOD OF PAYMENT:** Payment may be made by:
 - a. cash,
 - b. check (written to *Carrie Muenks*), or,
 - c. PayPal (which accepts credit cards) to photos@carriedthroughtime.com.

There is a \$50 charge on payments returned for any reason.

17. **LIMIT OF LIABILITY:** Carrie Muenks/Carried Through Time Photography warrants and declares that every effort will be made to provide high quality photographic services. In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Carrie Muenks/Carried Through Time 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.

Carrie Muenks/Carried Through Time 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 Carrie Muenks/Carried Through Time Photography's 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.

18. **NON-GUARANTEE:** Although every possible care will be taken to produce photographs of all important and special events during the wedding, Carrie Muenks/Carried Through Time Photography cannot place an unconditional guarantee on the above. Carrie Muenks/Carried Through Time 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 Carrie Muenks/Carried Through Time Photography's control.

- 19. PERFORMANCE: The performance of this contract on behalf of Carrie Muenks/Carried Through Time 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.
- 20. 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.
- 21. 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 Carrie Muenks/Carried Through Time Photography at the time of acceptance of this contract shall be recognized as amendments to this contract.
- 22. REPRINT ORDERS: Reprints of photos (or additional prints of photos not included in the package) may be ordered at the following rates. Paper surface may be luster or metallic; printing on canvas may be performed for additional fees (please request a quote).
 - Jumbo Print, 16"x20": \$60.00
 - 5" X 7" Print: \$7.00
 - 8" X 10" Print: \$10.00
 - 10" X 13" Print: \$16.00
 - 12" X 18" Print: \$45.00
 - Additional disc(s) of digital images: \$20.00
 - Additional Image Manipulation: \$30.00/ hour

Please note that these prices and options are subject to change without any prior notice.

- 23. PROFESSIONAL IMAGE MANIPULATION: Carrie Muenks/Carried Through Time Photography will allow for limited professional image manipulation (*if technically possible*) on any image(s) of THE CLIENT'S choice. This includes opening of individual's eyes, red eye removal, de-aging, removal of people and/or objects, insertion of missing people and/or objects, color correction, special effects, portrait glamorization, etc. It is understood that if a technicality prevents Carrie Muenks/Carried Through Time Photography from performing requested image manipulation, or if a technicality prevents the final result to meet THE CLIENT'S requirement, THE CLIENT will accept that Carrie Muenks/Carried Through Time Photography has performed to its best ability with regard to the specific task and that Carrie Muenks/Carried Through Time Photography has no further responsibility towards said image manipulation.

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

Signed _____ Date _____
 (CLIENT RESPONSIBLE FOR PAYMENT)

Signed _____ Date _____
 (on behalf of Carrie Muenks/Carried Through Time Photography)