

Allison's Albums

Agreement for photographic services

Print 2 copies; fill in the following information, read and initial all pages, sign last page and return. Both bride and groom must sign. The photographer is not responsible for mistakes due to missing or incorrect information.

DATE OF WEDDING: _____

Brides Information

Name _____

Address _____

Telephone (home/daytime/cell) _____

Grooms Information

Name _____

Address _____

Telephone (home/daytime/cell) _____

Change of Address

Married Names _____

New Address _____

Address proofs will be mailed to approximately three to four weeks after wedding.

Additional Portrait Setting Site

Garden/site _____

Arrival Time _____

Ceremony

Chapel/Address _____

Arrival Time _____

Time Event will begin _____

Reception

Venue/Address _____

Arrival Time _____

Time Event will begin _____ Pg.1 Initials _____ / _____

Total Number of attendants _____

Maid of Honor/ Brides Maids # _____

Best Man/ Groom's Men # _____

Junior Brides # _____
Flower Girls # _____
Ring Bearers # _____
Ushers # _____

Agreement/ Jurisdiction: The person(s) who's signatures appear on this contract, known as the "client", agree that "Allison's Albums", known as the photographer, shall provide services to photograph their wedding and related events to the best of her 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 Arkansas shall govern this contract, and any resulting arbitration shall take place within Carroll County, Arkansas. Client assumes responsibility for all collection cost 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.

Retainer/ Payment: Client shall reserve the time and date of services by signing and returning this contract along with a non-refundable, non-transferable deposit fee of \$100 + tax = \$106.50. No date is reserved until the contract and deposit are received. Return checks will be assessed a \$50 non-sufficient funds fee, and all future purchases/payments must be made by cashier's check or cash.

Cancellation: If for any reason client cancels this contract before the wedding date, photographer will keep the deposit. Cancellation must be made in writing, signed by the contracted party, and sent by a certified mail, by the U.S. post office. In the event the client reschedules the wedding, client may apply original deposit to new contract within one year of original date provided photographer is available.

Liability: If photographer or her agent is unable to perform any or all duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness, or technical problems including camera malfunction, batteries, flash or memory card storage and if she can not provide another competent professional, all money received by photographer, minus expenses, will be returned to client and photographer shall have no further liability with respect to this agreement. This limitation of liability also applies to any loss/damage of photographer's 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. Pg.2 Initials _____ / _____

The sole remedy for any actions or claims shall be limited to a refund whose total amount can not exceed the total monies paid by client under this agreement during the time proceeding the date on which such liability arises.

Photo Discs: Upon receipt of a negative CD, client accepts all responsibility for archiving and protecting the photographs. Photographer does not permanently archive image files. Photographer is not responsible for lifespan for any digital media provided for any future changes in digital technology or media readers that may result in an inability to read disc provided. It is the client's responsibility to make sure digital files are copied to new media as required.

Responsibilities: Unless agreed upon in advance, Allison's Albums shall be the exclusive photographer retained for the event. Videographers and other vendors as well as semi-professional photographer's must not obstruct or interfere with the official photography and are not allowed to take any still photos

during formal sessions. Wedding guests make take photos but it is the responsibility of the client to prevent family and friends from interfering with the photographers duties. Photographer is not responsible for compromised coverage due to causes beyond her control such as other people's camera or flash, the lateness of the bride, groom, family members, and bridal party member or other principles, weather conditions, schedule complications, rendering of decorations, or restriction of the venues or officiate. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage. The studio 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 the studio's professional standards. However, the studio is not responsible for subjective interpretations of photography.

Coverage: Photographer will provide coverage for the dates and locations specified in this agreement. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. Images determined by the photographer to be substandard or duplicated may be edited out. The photographer will use her professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to client.

Image Processing/ Printing: Unless agreed upon prior too any editing work, high-resolution discs and/or proof sets may contain a mixture of color, black and white, and selective color images. Limited color correction and/or retouching are included at photographer's discretion. Client may request further changes for an additional charge. Photographer is not responsible for any prints that are not ordered directly from her. For best results, clients with the high-resolution files should order their prints through a reputable lab.

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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 exclusive property of Allison's Albums. Clients waives any right to inspect or approve the photographs, finished versions incorporating the photographs 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 client, their legal representatives, heirs, and assigns. Client agrees to indemnify and defend and photographer against any and all claims, liability, damages, costs, and expenses including reasonable legal fees and expenses arising out of any photographs for which the clients guests provided no release to the photographer for any photographs, which are illegally altered by client. Unless so furnished, in writing no release exists. Photographer's liability for all claims shall not exceed in any event the total amount paid under this contract.

Portrait Package Size: Please check one

- _____ \$550 25 portrait proofs, preview album, and negative CD
- _____ \$700 50 portrait proofs, preview album, and negative CD
- _____ \$850 75 portrait proofs, preview albums, and negative CD

Additional services and products

Package Price \$ _____
Additional Services \$ _____
X 6.5% tax \$ _____
Total \$ _____
- Less Deposit \$ _____
Balance due \$ _____

Both Clients have read, understand, and agree to the terms and conditions of this agreement. Each person signing as client below, shall be fully responsible for insuring that full payment is made pursuant to the terms of this agreement.

Client _____ Date _____

Client _____ Date _____

Allison's Albums

Lyla O. Allison

260 Meadow Lark Lane, Eureka Springs, AR, 72631

479-253-7635 or call toll free at 1-866-542-7635