

For the purposes of this contract, the parties involved will be referred to as the CLIENT, and 7 Bates Studios, or studio(s), respectively.

ENTIRE AGREEMENT: This agreement contains the entire understanding between 7 Bates Studios and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties, with initials by all changes made and provisions struck from this original contract. Amendments shall adhere to the amendment clause described at the bottom of the contract.

Upon your signature, 7 Bates Studios 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 date is changed or wedding is cancelled for any reason, including acts of God, fire, strike, and extreme weather.

The Reservation Deposit is 50% percent of the entire amount owed.

Reservation Deposit = \$ _____ Remaining Balance = \$ _____ Balance Due: _____

This Reservation Deposit Balance, Remaining Balance, and Due Date is agreed to by both the CLIENT and 7 Bates Studios:

CLIENT SIGNATURE

REPRESENTATIVE OF 7 BATES STUDIOS

The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding photography package. Client understands and agrees that the entire amount owed for the wedding photography package described in the contract is due no later than (2) weeks before the Wedding Day. Client agrees if the balance is not paid by this time, 7 Bates Studios will NOT photograph the Wedding Day described on the contract with no liability to 7 Bates Studios, and said failure will result in a loss of Reservation Deposit by CLIENT.

PRE-EVENT CONSULTATION: The parties agree to a minimum of one (1) pre-event consultation before the event date in order to finalize the actual shooting times, locations, and CLIENT'S request list (in writing) for specific photographs. The client will be responsible for, or have someone designated for the purposes of, identification of individuals of whom 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 people or gathering people for photograph(s). The CLIENT agrees to set aside an amount of time, agreed to in the special instructions form of this contract, or in an event timeline signed by both the CLIENT and 7 Bates Studios and attached to this contract, for the purposes of obtaining photographs that cannot be obtained during the wedding ceremony, including group shots.

If CLIENT's or guest's late arrival prevents this signed and agreed provision of time from occurring, the photographer shall not be held liable for failure to take desired photographs.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. 7 Bates Studios is not responsible if key individual's failure to appear or cooperate during photography sessions or for missed images due to details not revealed to 7 Bates Studios.

7 Bates Studios strongly recommends that CLIENT designate an individual to be an "event guide" to point out important individuals for informal or candid photographs to the photographer (see above) during the wedding that they wish to have photographed.

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. CLIENT and 7 Bates Studios agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time. Additional time can be requested at \$65 hr, billed later.

HOUSE RULES: The photographer is limited by the guidelines of ceremony official or reception site management. 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; 7 Bates Studios will offer technical recommendations only.

DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives and/or prints produced by 7 Bates Studios are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without 7 Bates Studios' explicit written permission. The Client must obtain written permission from, and compensate 7 Bates Studios, prior to the CLIENT or its friends and relatives publishing or selling the photographs.

PURCHASE OF DIGITAL NEGATIVES: Purchase of digital negatives is not a required additional expense. 7 Bates Studios provides all customers with either CD or DVD discs with full resolution copies including select post produced and original content.

MODEL RELEASE: The CLIENT hereby grants to 7 Bates Studios and its legal representatives and assigns the irrevocable and unrestricted right to use and publish photographs of the CLIENT and wedding guests, or in which the CLIENT and wedding guests 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 copy-right the same. The CLIENT hereby releases 7 Bates Studios and its legal representatives and assigns from all claims and liability relating to said photographs.

EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that 7 Bates Studios will be the exclusive and only wedding photographer. The CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time that the professional photographer(s) is/are working. **Prime Example:** Shooting during traditional portraits.

7 Bates Studios suggests that a separate notice be placed in the invitations to avoid any interruption to your service. The formal photography time is for the express use of the studio to capture the formal wedding portraits. You're paying for it. Because of time constraints and the need for subjects to give full attention to the professional photographer, guest photography cannot be permitted. 7 Bates Studios 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 studio equipment is being packed up. Guest photography at the reception will be allowed at any time. In return for this consideration the studio insists no other guest photography take place when or where 7 Bates Studios is working.

GUEST / SERVICE PROVIDER CONDUCT: 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 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. 7 Bates Studios 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 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. It is understood by the CLIENT that in such an event, no refunds will result.

COMPLETION SCHEDULE: Initial digital processing takes approximately 4 - 8 weeks, followed by a 2 - 4 week print turnaround. Wedding album print turnaroun averages 6 - 10 weeks, depending on options and materials. Enlargement orders average 1 - 2 weeks. It is the express desire of 7 Bates Studios to provide the CLIENT with the product materials agreed to in the contract, within a timely fashion. Patience is greatly appreciated when "wedding season" stacks the post-production schedule rather deep. CLIENT acknowledges that the finished product is a collaboration of numerous vendors and suppliers, which can delay the timeline beyond the control of the Studio.

PAYMENTS: CLIENT agrees that the Reservation Deposit is required at the time of contract and 100% of the remaining balance is due at least 14 days prior to the event date. Any payment arrangements made for the remaining balance shall be recorded as an amendment in written form, signed by both the CLIENT and 7 Bates Photography at the time of the signing of this contract, with copies made for both parties, and under the express understanding of the CLIENT and 7 Bates Studios that said 100% of the remaining balance will still remain due at least 14 days prior to event date.

PENALTY FEES & CHARGES: There is a \$50 charge on checks returned for any reason. All late payments will incur a \$35 late payment fee. Payments defaulted as a result of a returned check will incur a \$35 late payment fee, per week until fee(s) and said payment is received.

RIGHT OF WITHDRAWAL: The studio's discovery of new information, changes, or other factors intending to circumvent its policies could result in its withdrawal. Non-cooperation; changes of locations, facilities or times available; missed appointments; bad or returned checks, or late payments are examples of contributing factors. Should the studio initiate the withdrawal, fees and deposits will not be returned, except at the discretion of 7 Bates Studios. In case of withdrawal, \$75 an hour will be billed for all services already provided, above the non-refunded deposit. These services include consultations and all driving times, rounded up to the nearest half-hour. If the studio withdraws -- the client will not be billed for any services in excess of their total wedding package fee. (except if deposit was in form of returned checks).

LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergency, it could be necessary to retain a different photographer. 7 Bates Studios will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments, excluding initial deposit. 7 Bates Studios takes the utmost care with respect to exposure, transportation, and processing the photographs including using professional grade equipment and professional grade backup equipment. However, in the unlikely event those photographs have been lost, stolen, or destroyed for reasons within or beyond 7 Bates Studios control, for any reason, including acts of God, fire, strike, and extreme weather, 7 Bates Studios' liability is limited to the return of all payments received, excluding initial deposit. 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.

PERFORMANCE: The performance of this contract on behalf of 7 Bates Studios 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.

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.

AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the CLIENT and 7 Bates Studios at the time of this contract's signing shall be recognized as amendments to this contract.

By signing below, the CLIENT reaffirms acknowledgement and full understanding of all rules, stipulations, amendments, obligations, rights, and liabilities, contained in the above three (3) pages of this contract.

CLIENT SIGNATURE

DATE OF SIGNATURE

REPRESENTATIVE OF 7 BATES STUDIOS

DATE OF SIGNATURE