



AC Ellis Inc. Wedding Photography Agreement

Agreement Date: _____ Wedding Date: _____ Photographer: _____

Clients: _____ and _____

Address: _____ City, State, Zip: _____

Phone: _____ E-mail: _____

Ceremony Location: _____ Reception Location: _____

Collection Selected: _____ Price List: _____ Product List: _____ Additional Hourly Rate: _____

Contents of Collection: _____

Collection Rate: _____
Additional items: _____
Subtotal: _____
Sales Tax: _____
Total: _____

	Amount	Due Date
Retainer:	_____	Upon Signing
Payment 2:	_____	_____
Payment 3:	_____	_____

This Client Services Agreement ("Agreement") is entered into, and is effective as of the Agreement Date (as defined on page 1) by and between AC Ellis Inc. a South Dakota S-Corp doing business as AC Ellis Photography ("Studio") and the person(s) identified as the Client on page 1 of this Agreement.

1. DEFINITIONS.

- 1.1. "Assignment" refers to the wedding day and any related photography services described on page 1 of the Agreement that Client is specifically commissioning Photographer to perform.
- 1.2. "Cancellation" means that the Assignment is canceled by Client and not rescheduled. In the event of cancellation, Client will be responsible for those fees, costs and charges set forth in section 5.2 below.
- 1.3. "Photographer" means the photographer identified on page 1 of the Agreement and the Studio.
- 1.4. "Postponement" is the rescheduling of the Assignment by the Client at least 60 days prior to the Assignment to a mutually agreeable date, and no more than 120 calendar days after the original Assignment date.
- 1.5 "Work" means all photographic images, negatives, digital files, prints or other materials created by Photographer while performing the Assignment.
- 1.6 "Other Photographers" refers to professional photographers other than those employed by the Studio, individuals acting in a manner of a professional photographer and/or videographers taking still images.

2. LIMITS OF LIABILITY. The Studio takes the utmost care with respect to the exposure, development and delivery of all photographs. However, in the event that the Studio fails to comply with the terms of this Agreement due to any event or act which prevents the delivery of the Work from the Assignment, the Studio's liability to Client shall be limited solely to a refund of all money paid by Client to the Studio, and Client's sole remedy shall be receiving a refund of all money paid by Client to the Studio.

3. SPECIFIC IMAGES The Studio and Client further agree that the Studio cannot be held responsible for any specific image that may not be delivered. Client acknowledges and understands that Photographer uses a highly stylized approach to the Assignment, with few prearranged or posed shots. Any failure by the Studio to deliver any specific image shall not be a breach of this Agreement, shall not result in a refund of any money paid by Client to the Studio, and Studio shall not provide any other remedy to Client.

client initials _____ studio initials _____



4. PAYMENT SCHEDULE. Client must pay the retainer, second installment and final payment described below before Photographer has any obligation to perform the Assignment. Client's failure to pay the retainer, second installment and final payment shall be deemed a material breach of this Agreement, shall result in damage to the Studio, and shall relieve the Studio and Photograph from performing any services under this Agreement.

4.1. RETAINER. The retainer fee described on page 1 of Agreement reserves the Photographer's services for the Assignment on the date and time, and at the location(s) described on page 1. The retainer fee is due and payable when Client signs this Agreement. The retainer is non-refundable.

4.2. SECOND INSTALLMENT. The second installment described on page 1 of the Agreement is due and payable at least 90 days prior to the date of the Assignment. The second deposit is nonrefundable.

4.3. FINAL PAYMENT. The final payment described on page 1 of the Agreement is due and payable at least 45 days prior to the date of the Assignment.

5. POSTPONEMENT, CANCELLATION & LIQUIDATED DAMAGES:

5.1 POSTPONEMENT. Client acknowledges that in the event that there is a Postponement of the wedding the Studio will be harmed, and that Client will notify the Studio of a Postponement as soon as possible in order to minimize the Studio's damages. If there is a Postponement, the Studio and Client agree that the Client shall pay to the Studio within 10 days of any Postponement as liquidated damages and not as a penalty, the sum of \$1,000.00, which represents a compromise portion of the actual damages sustained by the Studio due to a Postponement. This sum shall be in addition to the nonrefundable deposits described in Sections 4.1 and 4.2 above.

5.2. CANCELLATION. Client acknowledges that in the event that there is a Cancellation of the wedding the Studio will be harmed, and that Client will notify the Studio of a Cancellation as soon as possible in order to minimize the Studio's damages. If there is a Cancellation, the Studio and Client agree that the Client shall be responsible for the payment to the Studio within 10 days of any Cancellation as liquidated damages and not as a penalty, monies paid to the date of the cancellation, which represents a compromise portion of the actual damages sustained by the Studio due to a Cancellation. This sum shall be in addition to the nonrefundable deposits described in Sections 4.1 and 4.2 above.

6. CLIENT COOPERATION & UNDELIVERED WORK. Photographer cannot perform the Assignment without the cooperation of Client. In the event that Photographer and the Studio are unable to deliver a portion of the Work, or other goods, required under this Agreement, due to a failure of the Client to cooperate or to provide necessary approvals regarding the Work, or other goods, to the Studio, then the Studio shall not be obligated to deliver that portion of the Work or other goods to Client, but instead the Studio and Client agree as follows:

6.1. STUDIO CREDIT (3 MONTHS). If the Client does not perform the necessary acts or approvals related to the Work, or other goods, within 3 months after the Assignment, then Client shall receive a Studio credit for the undelivered portion of the Work or other goods required under this Agreement. Client may purchase the undelivered Work or other goods at the Studio's then current pricing.

6.2. ARCHIVE FEE (10 MONTHS). If the Client does not perform the necessary acts or approvals related to the Work, or other goods, within 10 months after the Assignment, then Client shall be charged a \$250 archive fee to maintain storage of the undelivered Work or other goods. This archive fee shall be in addition to any other sums paid by Client pursuant to this Agreement.

6.3. TERMINATION (12 MONTHS). If the Client does not perform the necessary acts or approvals related to the Work, or other goods, within 12 months after the Assignment, then the Studio's performance of the Assignment shall be deemed complete, and this Agreement shall terminate. Upon the termination of this Agreement, the Studio shall have no further obligation to Client to store the undelivered Work or other goods. The Studio shall assume no responsibility for storing the Work or other goods provided under this Agreement, and the Studio shall not assume any liability if any portion of the Work is lost, stolen, damaged or otherwise unavailable to Client

7. SOLE PHOTOGRAPHER. Photographer shall be the the sole professional photographer at the event. Client acknowledges that the presence of Other Photographers will adversely impact the ability of the Photographer to create the Work and as a result the Work may fail to meet the standards represented by the Studio in its portfolio and samples.

client initials _____ studio initials _____



8. COPYRIGHTS. The Work created by Photographer during the Assignment constitutes the copyrighted work of Photographer and the Studio. The Work at all times shall remain the property of Photographer and the Studio. Any portion of the Work delivered to Client is for Client's personal use only. Client may not sell or reproduce, nor authorize the sale or reproduction of, any portion of the Work without the Studio's written consent. Clients agree not to scan, copy or reproduce images in any manner without a written release signed by the photographer. If you personally or knowingly allow another to reproduce your images you will be charged \$1000 for each image reproduced.

9. MODEL RELEASE. Client shall permit the Studio to use images of Client from any portion of the Work for display, publication, or other promotional uses without payment of additional compensation to Client or Client's agents. Client's guests at the wedding shall be deemed to have consented to the use of their name, image, or likeness by Client, Studio and Photographer for the duration of the Assignment, and Client shall defend and indemnify the Studio and Photographer from and against any claims that any of Client's guests may assert against the Studio or Photographer arising from, or related to, the use of any name, image, or likeness of Client's guest[s] by the Studio and Photographer Client during the Assignment.

10. MEALS. If the Assignment lasts longer than four hours, Photographer and the Photographer's crew shall be provided hot meals and refreshments. If Client does not provide such meals, then Client agrees to reimburse the Studio for meal expenses for Photographer and Photographer's crew.

11. ILLNESS & INJURY. In the unlikely event that Photographer is unable to perform the Assignment due to illness, injury, acts of Nature, or other unforeseen circumstance beyond Photographer's control, then the Studio shall refer Client to another professional photographer to perform the Assignment from the network of similar wedding photographers maintained by the Studio. The Studio will work in good faith to find the best replacement photographer possible for the Assignment. The Studio shall not be responsible for the services provided by any such replacement photographer, and the Studio shall not be liable for any damage or injury sustained by Client, if any such replacement photographer retained by Client, fails in whole or in part, to perform the Assignment.

12. DANGEROUS CONDITIONS. If, during the Assignment, Photographer or his crew are exposed to: (a) conditions which imperil or cause the Photographer or his crew to fear for their safety, or (b) objectionable or illegal acts to which Photographer and his crew do not wish to be a party or witness, then the Studio reserves the right to immediately protect Studio's and Photographer's interests, including but not limited to a cessation of the Assignment, leaving the Assignment location[s], and/or terminating this Agreement. In such circumstances, the Studio will not refund any moneys paid by Client. Client shall indemnify Studio and Photographer from any damage or injury that Studio, Photographer or his crew may sustain, arising from, or related to, any hazardous conditions which imperil or cause Photographer or his crew to fear for their safety, while performing the Assignment.

13. COLLECTION. In the event that the Studio is required to file a legal action to collect fees due from Client under this Agreement, or to otherwise enforce this Agreement, then the Studio shall be entitled to recover all cost and expenses incurred by the Studio relation to such legal action, including an award of reasonable attorney's fees.

14. JURISDICTION & VENUE. This Agreement shall be construed according to the laws of the State of South Dakota. Client acknowledges that this Agreement was entered into in Brookings, South Dakota, and that at least a substantial portion of this Agreement will be performed in the State of South Dakota, and that the proper venue for any legal action related to this Agreement is in the Superior Courts of the County of Brookings, South Dakota.

I have read this entire Agreement and I understand its terms. I agree to be bound by the terms of this Agreement.

CLIENT

Date: _____

Signature

Print Name

STUDIO

AC Ellis Inc. a South Dakota S-Corp dba AC Ellis Photography

Signature

Title