



Agreement to Provide Photographic Services

Completing the form legibly and informing us if your contact information changes helps us serve you better.

Customer (person responsible for payment) _____

E-Mail _____ Phone _____

Address _____

City, State, Zip _____

Bride _____ Groom _____

Bride Phone _____ Groom Phone _____

Wedding Details

Photographer: Edward Heard (hereinafter "Photographer")

Wedding Date _____ Day of Week _____

Photographer Start Time _____ Ceremony Start Time _____

Photographer End Time _____ Reception End Time _____

Wedding Coordinator _____ Phone _____

Wedding/Reception Locations

Pre-Ceremony _____ Phone _____

Address _____

Ceremony _____ Phone _____

Address _____

Reception _____ Phone _____

Address _____

Photographic Services to be Provided

Wedding Package _____ Price _____

Engagement Session _____

Bridal Session _____

Travel Fee _____

Additional Products/Services _____ Price _____

Additional Products/Services _____ Price _____

Additional Products/Services _____ Price _____

Customer Initials _____ / _____ Total of Products/Services Ordered _____

Customer Initials _____ / _____ NON-REFUNDABLE Retainer _____

Customer Initials _____ / _____ Final Payment Amount _____

Customer Initials _____ / _____ Final Payment Due Date _____

Payment

You may pay your NON-REFUNDABLE retainer and final payment with cash, check, MasterCard, Visa, American Express, MasterCard or PayPal.

- Cash
- Check # _____
- Credit Card

Credit Card Account Number _____

Expiration Date _____ Security Code _____ Billing Zip _____

Name on Credit Card _____

Authorized Signature _____

Shipping Instructions

Name _____ Phone _____

Address _____

City, State, Zip _____

The following items are intended to clarify the responsibilities of all parties. Please read these carefully and initial above as proof of your understanding of these terms and conditions. We are happy to answer any questions you might have regarding these terms and conditions.

1. **Retainer and Payments:** The Customer shall pay a NON-REFUNDABLE retainer (“Retainer”) to secure the scheduling of Photographer to perform the photographic services in the amount of 25% of the total of products/services ordered. Retainer is due upon execution of this Agreement. Customer understands that in the event that the wedding is cancelled, Retainer will be held as payment to offset the loss of billable time and to cover expenses already incurred. Re-Scheduling a wedding may result in a re-scheduling charge. The balances of all fees are due no later than 7 (seven) days prior to the wedding day. If the remaining fees are not paid when due, Second Shots Photography reserves the right to cancel the Agreement and keep Retainer as its liquidated damages. Customer agrees to pay all fees for additional expenses as set forth in Second Shots Photography Wedding Price List prior to delivery of the Wedding Album. Additional fees such as reprints are due upon receipt of order.
2. **Copyright and Reproductions:** Customer agrees to allow free and unfettered temporary access to the original images if requested by Photographer. Photographer and Second Shots Photography shall have the exclusive right to make reproductions for publication or sale. Customer releases and authorizes Photographer and/or Second Shots Photography. to use the images and any reproductions in their portfolio, samples, promotion, advertising specifically for Second Shots Photography, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of Second Shots Photography or Photographer’s studio. If Photographer or Second Shots Photography desires to make other uses, they shall not do so without first obtaining the written permission of Customer. Customer warrants that all participants in each non-public event freely give their consent to being photographed as part of each production and consent to the same good-faith usages of their likeness as described above. Customer assumes responsibility for such release and authorization, and for notification of all participants.
3. **Customer’s Usage:** If Customer is obtaining a print for newspaper announcement of the engagement or wedding, Photographer authorizes Customer to reproduce the print for this purpose only. In such event, Customer shall request that the newspaper run a credit adjacent to the photograph reading “Copyright (year of wedding/engagement), (photographer's name)/secondshotsphotography.com”, but shall have no liability if the newspaper refuses or omits to do so.
4. **Photographer Replacement:** Photographer shall provide the photographic services specified herein. Customer agrees, however, that with prior Customer approval, Second Shots Photography may substitute another photographer to provide photographic services in the event Photographer becomes ill or otherwise unavailable. Second Shots Photography agrees that attempt to find a replacement photographer will first be made from available pool of Second Shots Photography photographers and that the replacement will not incur additional fees.
5. **Failure to Perform:** If Second Shots Photography is unable to provide a photographer or otherwise fails to perform its obligations under this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer’s illness, then Second Shots Photography shall return the fees paid by Customer, but shall have no further liability with respect to the Agreement. In the event Second Shots Photography fails to perform its obligations under this Agreement for any other reason, Second Shots Photography shall not be liable for any amount in excess of the amount Customer has paid. This limitation on liability shall also apply in the event that the original images are damaged in processing, lost through camera malfunction, lost in transit, or otherwise lost or damaged or to any other claims arising under or relating to this Agreement. Any claim for refund or reimbursement for any reason

832-651-7985 *secondshotsphotography.com *
secondshotsphotography@yahoo.com

made by Customer must be submitted in writing to Second Shots Photography within 30 days of delivery of materials from Second Shots Photography to Customer.

6. Inherent Qualities: Customer is aware that photographic materials may fade or discolor over time due to the inherent qualities of materials and the manner in which they are stored, and Customer releases Second Shots Photography from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
7. Second Shots Photography Wedding Price List: Fees in this Agreement are based on Second Shots Photography Wedding Price List in effect at the time of execution of this agreement. Customer acknowledges that he/she received a copy of Second Shots Photography Price List prior to executing this Agreement. Charges for additional orders made after completion of contract will be based on prices in effect at time of order. Customer understands that film and photographic processing are commodity items subject to price fluctuation and that charges for these items may increase. Accordingly, Second Shots Photography reserves the right to increase its prices for film and photographic processing after the execution of this agreement. Customer agrees to pay for any increased charges provided Second Shots Photography provides Customer with written notice of any changes 30 days prior to the wedding day. Second Shots Photography agrees that such price increase will be proportional to the actual price increases that Second Shots Photography incurs from its vendors.
8. Exclusivity: It is understood that Second Shots Photography is the exclusive official photographer retained by Customer to cover each event. Any conflicts with other photographers and/or video coverage contracts and any notifications necessary to avoid such conflicts are the sole responsibility of the Customer. Second Shots Photography agrees that its owners, staff and employees will conduct themselves in a manner generally befitting professionals while in attendance at each event/service.
9. Permits and Clearances: Customer assumes all responsibility for obtaining any necessary permission and clearance permits which may be required for Second Shots Photography to photograph each event, public or private. Customer is solely responsible for any parking, admission fees, passes or tickets necessary for Second Shots Photography to gain access to and photograph each event. Customer assumes all responsibility for the quality from the use of, or inability to use, such requested camera positions.
10. Reprint Consistency: Customer understands that consistency in the appearance of reprints and enlargements ordered at different times cannot be guaranteed and is advised, but not limited, to making one complete reprint order if consistency is important.
11. Miscellany: This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by Customer and an authorized representative of Second Shots Photography. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the State of Texas, without reference to provisions relating to conflict of laws. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions shall continue in full force and effect.

The parties have read all pages of this Agreement, agree to all its terms and conditions, and acknowledge receipt of a complete copy of the Agreement signed by all parties. Each person signing as Customer below shall be fully responsible for full payment of all fees pursuant to the terms and conditions of this Agreement.

Bride _____ Date _____

Groom _____ Date _____

Second Shots Photography

BY: _____ Date _____



Release of Copyright Ownership

Date: _____

To Whom It May Concern:

I, Edward Heard, hereby release copyright ownership of the images of
_____ (Bride) and _____ (Groom),

and in doing so, relinquish any and all claims to the images. Client releases Second Shots Photography from any liability resulting from improper care or handling of images. Please do not hesitate to call if you have any questions.

Sincerely,

Edward J Heard