



Wedding Contract

Alan Farkas Photography
179 St. Paul Street
Rochester, NY 14604

www.rochesterweddingphotos.com
v. 585.413.3912 e. bride@alanfarkas.com

Bride's Name:	Phone:	e-mail:
Groom's name:	Phone:	e-mail:
Street address:		
City:	State:	Zip:
Wedding date:		
Ceremony start:	Ceremony location:	
Reception start:	Reception location:	
Contract start time:	Location of start:	

DESCRIPTION OF SERVICES: *Professional wedding photography & deliverables as indicated on pages 2 & 3.*

Terms & conditions:

1) Deposits- Client shall pay a \$1000 deposit to secure the date with the Photographer. The remaining balance is due 15 business days prior to the wedding date. Studio will calculate & mail appropriate invoices.

2) Cancellation- In the event of cancellation of wedding photography by customer, deposits are non- refundable for any reason nor to be used as a credit for future shoots.

3) Failure to Make Payments- All goods and services will be delivered or performed prepaid. In the event Customer fails, or refuses payment or delivery by the terms set forth Photographer shall charge the Customer a service fee of \$50 plus interest. Service fee of \$50 is applied to situations including bad checks and late payments. Defaulted payments will be charged 2% per month (24% annual rate) on the unpaid balance due or the highest rate permitted by applicable local law until the entire balance is paid in full. In addition, no additional Orders will be accepted until previous Orders are paid in full and Customer shall be liable for all necessary costs of collection, including but not limited to, court costs and reasonable attorneys fees. It is understood that no part of this order will be delivered, fulfilled or performed until any outstanding balance is paid in full.

4) Copyrights- Negatives, digital files and copyright are the property of the photographer as protected by US copyright law. Unless otherwise specifically agreed to herein, Photographer has the right to use the materials for this order and reproductions for the purpose of creating samples, displaying samples of the Photographer's work on web sites, entry in photographic exhibitions and contests, editorial or art sales and general display for the Photographer's promotion and advertising. Use of optical media, prints or other photographic material are licensed for customers personal and family use only. No commercial licensing usage is granted.

5) Liability of Photographer- In the event that this order cannot be completed due to an Act of God; strikes or other labor disturbances, severe weather conditions of any type; riots or civil disturbances; action or regulation by any local, state, or Federal government unit or agency; any event considered a "force majeure"; or any other event or act outside the control of the Photographer; including but not limited to: equipment failure, auto accident, sickness and weather conditions. Photographer's liability to the Customer shall be limited to the refund of the coverage fees or rescheduling at the photographer's availability. Photographer's maximum liability shall be limited to the return of the Customers shoot fee. Shoot fee is defined as \$200.00 per hour of contracted coverage time.

6) Limitation of Services- a) The photographic services described herein shall be limited to no more than stated hours of coverage. Additional time will be billed at \$200.00 per hour for packages or at the contracted rate for hourly bookings. b) Photographic Services to be performed at greater distance than 45 miles from Rochester, New York, Customer agrees to pay all travel fees as submitted by photographer payable on receipt. c) Client selections for albums, prints, etc. must be made within 2 months of images being posted on-line / web site for review. Additional time will be billed at \$50.00 month.

7) Guarantees: The photographic services as described only include the services of photographer for the stated period of time. Photographic services do not include any promise, expectation, warranty or guarantee that any specific moment, action, event or person will be photographed in anyway other than the sole judgment of the photographer. Photographer's judgment, selection and portrayal of the Customers wedding will be deemed complete by this contract. Requests for certain images although attempted by photographer carry no guarantee, expressed or implied that the resulting image will be satisfactory to Customer. Customer waives all right to pass judgment on the service performed due to content, style, light, lighting, contrast, and other elements generally referred to as content. Requests by client after the wedding to alter, modify, or change the number of images, image style or content will be billed \$100 per hour for the photographer's work to complete client's requests. Photographer waives all responsibility for the well being and care of all prints, negatives and digital files once they have left his care and been transferred to the customer. Photographer will take all care to archive photographic images captured (including digital files, media, film, etc.) but will make no guarantee or obligation to their safe keeping. Alan Farkas shall be the principle photographer unless contracted otherwise. In the event of severe illness, accident or other unforeseen event that prevents Alan Farkas from being able to work as a photographer, Alan Farkas reserves the right to contract a substitute photographer to photograph the contracted event.

8) Definitions: A. "Photographer" refers Alan Farkas. "Alan Farkas Photography" shall be defined as Alan Farkas and/or, any individual, employee or representative acting under directions of Alan Farkas Photography or Alan Farkas. "Customer" & "Client" refers to the commissioning party, its representatives, successors, assigns, agents and affiliates. B. "Image(s)" means all viewable renditions furnished by Alan Farkas hereunder, whether captured or stored in photographic, magnetic, optical or any other medium whatsoever. C. Releases: Photographer is not responsible for obtaining model, property, or other releases in connection with any of the photographs licensed herein unless specifically stated herein. D. Miscellaneous: Client may not assign or transfer this license. This order is binding upon the parties, their successors and assigns and may only be altered by the parties. E. Governing Law: This agreement incorporates by reference Articles II and III of the Uniform Commercial Code now in existence, in the State of New York, and the Copyright Act of 1976 as amended. This agreement shall be deemed to be a contract made under the laws of the United States of America and the State of New York and for all purposes shall be interpreted in its entirety in accordance with these laws. Client specifically and irrevocably confers personal jurisdiction over it by the courts of the State of New York or the United States District Court for the District of the State of New York. Client specifically waives all rights to contest each court proceeding on the grounds of personal jurisdiction, venue and forum non-convenience. In the event of any award or judgment in favor of Photographer, or any settlement between Photographer and Client, arising from effecting and protecting Photographer's rights and benefits thereunder and/or any aspect of this agreement, Client shall pay all costs and expenses incurred by Photographer and/or Photographer's legal counsel related thereto, including, but not limited to, reasonable legal fees, arbitration and court costs, associated expenses, and legal interest on such award, judgment, or settlement.

Item	Price	Total
<i>Simply Enchanting</i> - 8 hours coverage with assistant + basic package Custom Montage Art Book 10"x10" bridal album ⁽⁶⁾ (20 page/ 40 sides) 2 - 5"x5" parent albums (exact clones of the 10" version) "Digital Negatives" Hi-resolution images disk	\$6,000.00	
<i>Simply Delightful</i> - 8 hours coverage with assistant + basic package Custom Asuka 10"x10" coffee table album ⁽⁶⁾ (30 page/ 60 sides) 2 - 5"x5" parent albums (exact clones of the 10" version) "Digital Negatives" Hi-resolution images disk	\$4,600.00	
<i>Simplicity</i> - 8 hours coverage with assistant + basic package	\$2,800.00	
<i>Real Simple</i> - 4 hours coverage with assistant + basic package (not available Saturdays April through October)	\$1,800.00	
Additional items total - see "Additional items" work sheet		
Total		

Basic Package includes: *Image disk* - Low resolution proof disk, **Custom enlargements-** 2- 11" x 14" gallery prints. **Web site** - Upload of images to E-commerce web site for viewing & self-service print orders. **Retouching-** Special effects & BW conversion of 5-10 photographer select images. **4" x 6" proof album** - 8 hour package - 250 prints in 1 photo album, 4 hour package - 125 prints in 1 photo album

NYS sales tax will be added to final invoice. Make Checks Payable to: Alan Farkas

Bride's Signature: _____

Date: _____

Groom's Signature: _____

Date: _____

Photographer's Signature: _____

Date: _____



Wedding Contract -Additional items

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 Rochester, NY 14604
 v. 585.413.3912 e.bride@alanfarkas.com

Item	Price each	Quantity	Total
Additional one hour coverage with assistant ⁽¹⁾	\$200.00		
Rehearsal coverage ⁽²⁾	\$350.00		
"Digital negatives" Hi-rez disks of images / files	\$600.00		
DVD slide show presentation to music ⁽³⁾	\$350.00		
Additional copy of DVD slide show presentation	\$100.00		
Web site - AFP web gallery (programing & 1 year web hosting)	\$150.00		
Web gallery CD (for uploading to your own hosting) ⁽⁴⁾	\$50.00		
Custom web site with vanity name & 1 year WWW hosting	\$400.00		
Engagement shoot ⁽⁵⁾	\$350.00		
Fashion bride / 4 hour shoot with assistant (Includes 1- 16"x20" & 3- 5"x7" prints)	\$600.00		
2nd photographer (obtain quote from studio)			
Location fees (if required)			
Travel expenses (if required)			
Asuka EX coffee table book ⁽⁶⁾ - circle item A or B A) 10"x10", 30 sides - 60 pages Price \$975.00 B) 10"x10", 20 sides - 40 pages Price \$825.00			
Asuka EX parent album - 5"x5" clone of 10"x10" (must order full size) - circle item A or B A) 5"x5", 30 sides - 60 pages Price \$300.00 B) 5"x5", 20 sides - 40 pages Price \$250.00			
Montage Art Book bridal album ⁽⁶⁾ - 10" x 10" Metal cover w/Chaparral leather spine, 20 pages / 40 sides.	\$1,900.00		
Montage Art Book parent album - 5"x5" (must order full size) Clone of 10" x 10" version above, 20 pages / 40 sides.	\$550.00		
Grand Total			

Additional items can be added at a later date as priced on the web site at time of purchase.

After making your selections please transfer total to sheet #2

- (1) Price is valid for packages only- not hourly bookings.
- (2) Rehearsal shoot does not include assistant nor prints- fee is for up to 2 hours local coverage only.
- (3) If Alan Farkas does not have requested music, client must supply audio as .mp3 files
- (4) Requires purchase of web gallery programming option.
- (5) This shoot will not have an assistant and does not include prints. Must be booked with wedding package.
- (6) Includes 2 client page revisions via email PDF proof, additional changes are billed @ \$35.00 page.