

## WEDDING SERVICE AGREEMENT — 2009

### CLIENT (PRIMARY CONTACT) INFORMATION

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone (     ) \_\_\_\_\_ H; (     ) \_\_\_\_\_ W; (     ) \_\_\_\_\_ C

Email address \_\_\_\_\_

### CEREMONY INFORMATION

Bride \_\_\_\_\_ Groom \_\_\_\_\_

Wedding location \_\_\_\_\_ Reception location \_\_\_\_\_

Wedding date \_\_\_\_\_ Ceremony start time \_\_\_\_\_

Number in wedding party    groomsmen (including best man) \_\_\_\_\_

  bridal attendants (including maid/matron of honor) \_\_\_\_\_

  junior groomsmen \_\_\_\_\_

  junior bridesmaids \_\_\_\_\_

  ringbearer(s) \_\_\_\_\_

  flower girl(s) \_\_\_\_\_

Special instructions \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PHOTOGRAPHY/PORTRAIT INFORMATION**

Package selection —	COST	COST INCL. 5% VA SALES TAX	NON-REFUNDABLE REQUIRED DEPOSIT
<input type="checkbox"/> PEARL	\$ 675.00	\$ 708.75	\$100.00
<input type="checkbox"/> EMERALD	\$ 825.00	\$ 866.25	\$125.00
<input type="checkbox"/> DIAMOND	\$ 955.00	\$1,002.75	\$150.00
<input type="checkbox"/> PLATINUM*	\$1,575.00	\$1,653.75	\$175.00
<input type="checkbox"/> ULTIMATE*	\$1,775.00	\$1,863.75	\$175.00
<input type="checkbox"/> GOLD*	\$2,875.00	\$3,018.75	\$300.00
<input type="checkbox"/> RUBY*	\$3,945.00	\$4,142.25	\$400.00

\* PRE-WEDDING BRIDAL PORTRAIT — location \_\_\_\_\_  
 date \_\_\_\_\_ time \_\_\_\_\_

**Additional items —**

- additional photography time beyond contract, \$45.00 per hour \_\_\_\_\_ hours
- additional photographer, \$45.00 per hour \_\_\_\_\_ hours
- additional mileage beyond contract, \$0.35 per mile \_\_\_\_\_ miles
- off-site, pre-wedding Bridal Portraits (Pearl/Emerald/Diamond packages only), includes 1 hour of time, excluding travel time of up to 75 miles from Wise, VA – \$50 per hour (location \_\_\_\_\_ date \_\_\_\_\_ time \_\_\_\_\_) \_\_\_\_\_ hours
- CD of wedding images, \$1.50 per image (125 image minimum) plus 5% VA sales tax \_\_\_\_\_ CDs w/ \_\_\_\_\_ images
- additional large white brocade album w/200 4x6 photos, \$250.00 each, plus 5% VA sales tax each \_\_\_\_\_ albums
- additional leather album w/24 8x10 photos, \$675.00 each, plus 5% VA sales tax each ( personalization \_\_\_\_\_, add \$35) \_\_\_\_\_ albums
- additional leather album w/24 5x7 photos, \$575.00 each, plus 5% VA sales tax each ( personalization \_\_\_\_\_, add \$35) \_\_\_\_\_ albums
- wedding location beyond 4 hr. automobile trip, 1 roundtrip airfare from Tri-Cities Regional Airport, rental car & overnight lodging, cost varies

**Preliminary cost calculation (any additional items requested/ordered will change calculations & final balance due) —**

Portrait package	\$ _____
Additional item _____	\$ _____
Additional item _____	\$ _____
Additional item _____	\$ _____
Additional item _____	\$ _____
Additional item _____	\$ _____
Balance	\$ _____
5% VA sales tax	\$ _____
Less non-refundable deposit	(\$ _____)
<b>FINAL BALANCE DUE on WEDDING DAY</b>	<b>\$ _____</b>

The parties have read this Agreement and agree to all its terms & conditions. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms outlined herein.

Client 1 - name \_\_\_\_\_ signature \_\_\_\_\_ date \_\_\_\_\_  
 Client 2 - name \_\_\_\_\_ signature \_\_\_\_\_ date \_\_\_\_\_  
 Crabtree Photography signature \_\_\_\_\_ date \_\_\_\_\_

# Crabtree Photography

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*Great Photos & Great Memories*

## 2009 WEDDING SERVICE AGREEMENT TERMS & CONDITIONS

**EXCLUSIVE PHOTOGRAPHER** Crabtree Photography shall be the exclusive photographer retained by the Client(s) for the purpose of photographing the wedding. Family and friends of the Client shall be permitted to photograph the wedding as long as they shall not interfere with the Photographer's duties and do not hinder or cause delays with poses arranged by the Photographer.

In the event of Photographer's illness or scheduling conflicts, Crabtree Photography may substitute another photographer to take the photographs with the Client's approval. In the event of such a substitution, Crabtree Photography warrants that the photographer shall be a competent professional.

**DEPOSIT & PAYMENT** The Client shall make a nonrefundable deposit within fourteen (14) days of the receipt of this contract (unless otherwise agreed upon by Client and Crabtree Photography) to retain and provide the services specified herein as determined by the portrait package selected. The deposit shall be applied to reduce the total outstanding balance.

The Client shall pay the balance due, including 5% Virginia sales tax, less paid deposit, on the day of the wedding. A \$30.00 fee will be required for any returned checks.

**CANCELLATION FEES** If The Client should have to cancel the booking (i.e. signed Agreement), the following cancellation fee will become due immediately upon said cancellation. **The only acceptable exclusions are sudden illness, injury, victim of crime, and/or death of immediate family member.**

- a) Cancellation with less than three months before the wedding date, full price for the complete photographic coverage booked.
- b) In the event that Crabtree Photography is able to rebook the date with an equivalent booking, then the cancellation fee required will be reduced to the non-refundable deposit only and any additional cancellation fees already paid will be refunded accordingly.

**SERVICES & MATERIALS** Crabtree Photography shall provide the following with each respective Wedding Package. Package proofs, enlargements and album(s) will be delivered in a timely fashion (note: proofs may take up to four (4) weeks from your wedding date). **The Client must order the materials offered with each respective package within 1 year of the Wedding album delivery.**

**Pearl Package** 125 – 4x6 color photos, 12 - 4x6 classic b&w photos, 1 – 8x10 or 2 – 5x7 color or b&w photos of Client's pose choice, 1 – large white brocade photo album that holds 200 4x6 photos, and 3 hours of total time to include up to 1 hour before the wedding, time during and after the wedding, as well as time at the reception. **Cost for this package is \$675.00 plus 5% VA sales tax = \$708.75. A nonrefundable deposit of \$100.00 is required for this package.**

**Emerald Package** 175 – 4x6 color photos, 16 – 4x6 classic b&w photos, 1 – 12x18 color or b&w photo of Client's pose choice, 1 – 8x10 color or b&w photo of Client's pose choice, 2 – 5x7 color or b&w photos of Client's pose choice, and 16 – wallet color or b&w photos of Client's pose choice, 2 – large white brocade albums that hold 200-4x6 photos each, and 4 hours of total time to include 1-2 hours prior to the wedding, time during and after the wedding, as well as at the reception. **Cost for this package is \$825.00 plus 5% VA sales tax = \$866.25. A nonrefundable deposit of \$125.00 is required for this package.**

**Diamond Package** 225 – 4x6 color photos, 20 - 4x6 classic b&w photos, 2 – 12x18 color or b&w photos of Client's pose choice, 2 – 8x10 color or b&w photos of Client's pose choice, 2 – 5x7 color or b&w photos of Client's pose choice, 16 – wallet color or b&w photos of Client's pose choice, Bridal Portraits (on-site, day of wedding), 2 – large white brocade albums that hold 200 4x6 photos each (or Client may choose 1 large & small (100 photos each) albums), and 5 hours of total time to include 1-2 hours prior to the wedding, time during and after the wedding, as well as time at the reception. **Cost for this package is \$955.00 plus tax = \$1,002.75. A nonrefundable deposit of \$150.00 is required for this package.**

**Platinum Package** Bridal Portraits (before wedding day at off-site location with 1 hour of time, excluding travel time for up to 75 miles from Wise, VA), 200 – 4x6 color photos, 2 – 12x18 color and/or b&w photos of Client's pose choice, 24 – 8x10 color and/or b&w photos of Client's pose choice, 24 – 5x7 color and/or b&w photos of Client's pose choice, 100 – wallet color and/or b&w photos of Client's pose(s) choice, 1 – 16x20 photo on framed canvas of Client's pose choice (includes blemish removal), 3 photo

albums (1 leather with 8x10 photos, 1 leather with 5x7 photos and 1 white brocade with 4x6 photos), 2 additional blank white brocade albums (each holds 80 4x6 photos), and 5 hours of total time to include 1-2 hours prior to the wedding, time during and after the wedding, as well as time at the reception. **Cost for this package is \$1,575.00 plus 5% VA sales tax = \$1,653.75. A nonrefundable deposit of \$175.00 is required for this package.**

**Ultimate Package** Bridal Portraits (before wedding day at off-site location with 1 hour of time, excluding travel time for up to 75 miles from Wise, VA), 200 – 4x6 color photos, 24 – 8x10 color and/or b&w photos of Client's pose choice, 48 – 5x7 color and/or b&w photos of Client's pose choice, 1 – 20x24 signature mat with 2 - 11x14 photos, 4 photo albums (1 leather with 8x10 photos, 2 leather with each holding 24 5x7 photos, and 1 white brocade with 4x6 photos), and 5 hours of total time to include 1-2 hours prior to the wedding, time during and after the wedding, as well as time at the reception. **Cost for this package is \$1,775.00 plus tax = \$1,863.75. A nonrefundable deposit of \$175.00 is required for this package.**

**Gold Package** 12 – 5x7 Engagement Photos (off-site location with 1 hour of time, excluding travel time for up to 75 miles from Wise, VA), 12 – 5x7 Bridal Portraits (before wedding day at off-site location with 1 hour of time, excluding travel time for up to 100 miles from Wise, VA), 275 – 4x6 color photos, 24 – 4x6 classic b&w photos, 2 – 16x20 color and/or b&w photos of Client's pose choice, 24 – 8x10 color and/or b&w photos of Client's pose choice, 48 – 5x7 color and/or b&w photos of Client's pose choice, 1 – 16x20 photo on framed canvas of Client's pose choice (includes blemish removal), 1 – 20x24 signature mat with 2 - 11x14 photos, 5 photo albums (1 leather with 8x10 photos, 2 leather with 5x7 photos, and 2 white brocade with 4x6 photos), 2 – additional blank white brocade albums (each holds 100 4x6 photos), and 6 hours of total time to include 1-2 hours prior to the wedding, time during and after the wedding, as well as time at the reception. **Cost for this package is \$2,875.00 plus tax= \$3,018.75. A nonrefundable deposit of \$300.00 is required for this package.**

**Ruby Package** 18 – 5x7 Engagement photos (off-site location with 1 hour of time, excluding travel time for up to 75 miles from Wise, VA), 24 – 5x7 Bridal Portraits (before wedding day at off-site location with 2 two hours of time, excluding travel time for up to 125 miles from Wise, VA; average of 120 photos taken at session), 320 – 4x6 color photos, 36 – 4x6 classic b&w photos, 2 – 16x20 color and/or b&w photos of Client's pose choice, 48 – 8x10 color and/or b&w photos of Client's pose choice, 48 – 5x7 color and/or b&w photos of Client's pose choice, 2 – 16x20 photos on framed canvas of Client's pose choice (includes blemish removal), 1 – 20x24 signature mat with 2 - 11x14 photos, 6 photo albums (2 leather with 8x10 photos, 2 leather with 5x7 photos, and 2 white brocade with 4x6 photos), 2 – additional blank white brocade albums (each holds 100 4x6 photos), and 8 hours of total time to include time prior to the wedding, time during and after the wedding, as well as time at the reception. **This package is priced at \$3,945.00 plus tax = \$4,142.25. A nonrefundable deposit of \$400.00 is required for this package.**

**Extras and/or Duplicates** At each wedding, more photographs are taken than what is required for each package, with the photographer selecting the best for the package (i.e. Diamond Package provides 225 4x6 photos, however a possible 400 +/- photos may be take, and the best 225 will be included in the package album). Any remaining extra and/or duplicate photos will be offered to the Client, with no obligation to purchase, at a price of \$1.00 (plus 5% VA sales tax) for each 4x6 photo. The Client has up to thirty (30) days from date of delivery of the Wedding album and extra and/or duplicate photos to review the extra and/or duplicate photos. At the end of thirty days, all extra and/or duplicate photographs not purchased and payment for the desired extra and/or duplicate photos must be returned to Crabtree Photography. This does not interfere with the Client's wedding package order.

**Package add-ons** Available additional items, not included in individual packages, include: additional photography time beyond contract - \$45.00 per hour, additional photographer - \$45.00 per hour, additional mileage beyond contract - \$0.35 per mile, off-site pre-wedding Bridal Portraits (Pearl/Emerald/Diamond packages only) - \$50 per hour (up to 75 miles from Wise, VA), CD of wedding images - \$1.50 per image (125 image minimum) plus 5% VA sales tax, additional large white brocade album w/200 4x6 photos - \$250.00 each plus 5% VA sales tax each, additional leather album w/24 8x10 photos - \$675.00 each plus 5% VA sales tax, and leather album w/24 5x7 photos - \$575.00 each plus 5% VA sales tax

**NOTE:** Weddings are dynamic and fast moving. While Crabtree Photography will make the best effort possible, we do not guarantee that everyone will be photographed, nor do we guarantee the exact number of images of any one person at the wedding, or the exact total photograph count.

**Copyright & Reproductions** Crabtree Photography retains the negatives and/or digital images, shall own the copyright for all images created, and shall have the exclusive right to make any and all reproductions. Any unauthorized copying of photographs constitutes an infringement of this copyright and Agreement.

Crabtree Photography shall only make reproductions for the Client, or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or outside the Photographer's studio, including display on Crabtree Photography's website. If Crabtree Photography wishes to make other uses, they will do so only with written permission of the Client.

**CLIENT USAGE** The Client is obtaining prints for personal use only. The Client shall not sell or authorize any reproductions thereof by parties other than Crabtree Photography. If the client obtains a print for use in an announcement of the wedding or said ceremony, Crabtree Photography authorizes the client to reproduce the print in this manner. In this event, the Client shall request that the publication run a credit for (acknowledge) Crabtree Photography adjacent to the photograph, but will not be held responsible in the event of media negligence.

**SERVICE PROVIDER(S)/VENDOR(S)** The photographer is limited by the guidelines of the ceremony official or the reception site management. The 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; Crabtree Photography will offer technical recommendations only.

The Client will direct all other vendors/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 sessions as scheduled. The Client should share the photography schedule with other service providers to make sure that there are no conflicts in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

**GUEST COOPERATION** The Client is responsible for the conduct of their guests. Crabtree Photography 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 may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If the Client is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, 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. The Client understands that in such an event, no refunds will be granted.

**PHOTOGRAPHER/PHOTO LIABILITY** If Crabtree Photography cannot uphold this Agreement due to fire, strike, or other casualty, act of God, or any other cause (sudden illness/injury/victim of crime/death of immediate family member) beyond its control, then Crabtree Photography shall return the monies paid by the Client in respect to that specific failure, and shall have no further liability with respect to the Agreement.

This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, or otherwise lost without fault on the part of Crabtree Photography. In the event that Crabtree Photography fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order. The Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and the Client releases Crabtree Photography from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

**PHOTOGRAPHER MEALS** Crabtree Photography will be spending a lot of time with you, from three to eight-plus hours, depending on the package you choose. The meal(s) for the photographer(s) is best provided to coincide with dining by the Bride and Groom (You don't want to be photographed eating, plus this is a good time for the photographer(s) to take a break). Please arrange the photographer(s) meal(s) with your caterer, or if you elect to not include photographer(s) in catered meals, please notify Crabtree Photography at least 1 week before the wedding, so the photographer(s) may make other arrangements.

**MISCELLANY** This Agreement incorporates the entire understanding of the parties. Any modifications of this agreement must be in writing and signed by both parties. Any waiver or 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 Commonwealth of Virginia.

**ARBITRATION** All disputes arising under this Agreement shall be submitted to binding arbitration in the following location: Wise, Virginia, and the arbitration award may be entered for judgment in any court having jurisdiction thereof.