

WEDDING EVENT PHOTOGRAPHY CONTRACT

This Photography Contract is between *Rachel Rice Photography, DBA Adair Weddings* (and its employees, contractors, and officers) (hereinafter "Photographer" or "Photographers") and *Client* as outlined below (hereinafter referred to as "Client*") relating to the *Event*, as set forth below (hereinafter "Event") that will take place on the date first listed below.

Retainer and Payment. Client shall pay a retainer of \$500 to secure the services and products specified herein. Upon signing this Contract the amount of the retainer shall be applied to reduce the total balance of the package. The final balance must be paid in full thirty (30) days prior to the Event. If the final balance is not paid within thirty (30) days prior to the Event, Photographer will not make any images available for viewing until the balance is paid in full, and reserves the right to enforce the terms of this Contract against the Client for the purpose of obtaining payment.

Cancellation or Postponement. If the Client should cancel the event for any reason, the retainer will not be refunded, unless due to Coronavirus COVID-19 pandemic in the year 2020 or 2021. In such case,

Client will only forfeit the cost for work done up until that point (ie-engagement session or timeline). To cancel this Contract Client must notify the Photographer in writing. If Client wishes to postpone or otherwise change the Event date, Client must first submit a written release to Photographer bearing the original contracted date, which will void this Contract. Thereafter, if the Photographer is available for the desired new date, Photographer and Client will execute a new contract, and all monies paid will transfer to the new date. The new date must be within six (6) months of the original date or the new contract will be subject to Photographer's then current rates. If the Photographer is unavailable on the new date, the Contract will be canceled and the retainer will not be refunded.

Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 30 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The

Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice.

Right of Withdrawal. Photographer reserves the right of withdrawal upon discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should Photographer initiate the withdrawal, all fees, including the Reservation Deposit, will be returned to THE CLIENT, not including \$150 an hour for all photography services already provided, such as engagement photo session, etc.

Safe Working Environment. Photographer maintains a safe work environment at all times and complies with all health and safety laws, directives and rules and regulations. Thus, you can reserve the right to discontinue service in the event some unsafe conditions arose such as areas affected by communicable diseases.

Copyright and Reproductions. Photographer owns the copyright for all images created at the Event and has the exclusive right to make reproductions. Photographer will only make reproductions for Client or for Photographer's portfolio, studio samples, self promotions, entry in photographic contests or exhibitions, instructional purposes, editorial use, or within or on the outside of Photographer's studio, or any other advertising and business needs the Photographer deems necessary or appropriate. Any such use

will be judicious and consistent with the highest standards of taste and judgment. If Photographer desires to use images for uses other than those specified above, Photographer shall not do so without first obtaining written permission from Client. Client understands they are not entitled to any compensation, or other consideration, for Photographer's use of Event images.

It is a violation of Federal copyright law to allow photographs created by Photographer to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered without the permission of Photographer. Client agrees to purchase prints and products directly from Photographer unless Client purchases or is otherwise granted access and usage rights to the high resolution digital files. Further, Client agrees not to make copies for sale or for the purpose of circumventing sale of the images by Photographer. Client agrees not to scan, copy or reproduce images in any manner, for any reason, without a written release from Photographer.

Client Usage. Client is obtaining photographs for personal use only and shall not sell prints or authorize any reproductions by parties other than Photographer. Release of Digital Negatives. High Resolution files of the final images will be delivered to Client as high- resolution JPG files. By releasing the digital negatives, Photographer authorizes the Client to use the images received for their own personal use, including printing of the images at a lab of Client's choosing, sharing on social networking sites (ie Facebook, Instagram, Twitter). The digital

negatives will be of the same quality as the images that are presented to the client online. Photographers are not responsible for the quality of enlargements from these files that have been taken to a non-professional and/or consumer photo lab. No images may not be sold or published without the prior written consent of Photographer. Photographer will retain the copyright of the images as well as the exclusive rights detailed above under "Copyright and Reproductions." Requests for additional and/or replacement copies of these files may be purchased and are subject to Photographer's then current rates for replacement copies.

Failure to Perform. If Photographer, its employees, contractors, officers or other assigns, cannot perform the services outlined in this Contract due to fire, casualty, act of God, illness, or any other cause beyond the control of Photographer, the Photographer will return all monies paid, including the retainer, and will have no further liability with respect to this Contract. This limitation of liability will also apply in the event that photographic materials are damaged in processing, lost through camera or memory card malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Photographer. Client and Photographer both assume the risks and dangers of Photographer's travel and in the extremely unlikely event that a last-minute act of nature or travel disaster occurs while Photographer is en route to the Event, Photographer will refund the client all monies paid, including the retainer. In the event that Photographer fails to perform for any other reason, Photographer shall not be liable for any amount in excess of the value of Client's package.

Exclusive Photographer. Photographer shall be the exclusive photographer retained by Client for the purpose of photographing the Event. Family and friends will be permitted to photograph the Event as long as they do not interfere with the duties of Photographer, and additionally, will be asked not to take pictures while Photographers are posing the couple, bridal party, or families. Client, by agreeing to this Contract, permits Photographer to request family and friends to not interfere with said process, where such a request is necessary to ensure the contracted services between Photographer and Client can be

completed. By signing this Contract, Client understands and agrees that Photographer is the exclusive official photographer retained to perform the photographic services outlined in this Contract.

Photographer Substitution. In the extremely unlikely event of personal illness or other extreme acts of nature beyond the control of Photographer which precludes Photographer from performing the duties of coverage, Client has the option to request a substitution. Photographer will in good faith attempt to retain a substitute photographer of high qualification, per Client approval of said photographer. Client and Photographer both assume the risks and dangers of Photographer's travel and if the extremely unlikely event that a last-minute act of nature or travel disaster occurs while Photographer is en route to the event, Photographer will refund the client all monies paid, including the retainer.

Inherent Qualities. While Photographer adheres to the highest standards possible with respect to photographic materials, Client is aware that color dyes in printed photographic materials may fade or discolor over time due to the inherent qualities of the dyes and chemicals. Client

releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities. If changes occur to any photographic materials, which are greater than normal fading and discoloration, the materials will be replaced at the discretion of Photographer.

Standard Price List. The charges in this Contract are based on Photographer's standard price list. This price list is reasonably adjusted periodically and any future orders or additions to this Contract will be charged at the prices in effect at the time the order is placed or change requested.

Final Prints. Final Prints are individually edited for color correction, contrast adjustments, tonal adjustments, color enhancements, and conversion to black and white (if applicable). These images are used for online proofing, digital negatives, DVDs, proof books, and albums. Additional modifications and enhancements are billed at Photographer's current retouching rates.

Officiant and Venue Restrictions. Photographer may be necessarily limited by the guidelines or rules of the ceremony official, ceremony venue, or reception venue. Client understands and agrees that Photographer will abide by such guidelines or rules and that they are outside the Photographer's control. Client agrees to hold Photographer harmless for the impact such guidelines or rules may have on the resulting photographs. To the extent possible, Client will inform Photographer of any such restrictions in advance of the Event.

Requested Photographs. While Photographer will make every reasonable effort to take specifically requested photos, Client understands that a wedding is an uncontrolled event and that due to the varieties of the weather, available light, and willingness or availability of subjects, Photographer cannot guarantee that any particular requested photo will be taken.

Artistic License. Photographer shall be granted full artistic license in relation to the poses photographed, the locations used, the final images included in the final collection, and the editing style of the final images. Images delivered to Client will be consistent in style with images displayed on Photographer's portfolio and website. Photographer will not be held responsible for the lack of coverage caused for the following reasons: The bride, groom, family or wedding party not being on time, members of the wedding

party or family are unavailable when called on for a posed photograph, the wedding running late or if restrictions regarding photography at the desired location of the wedding are in force. Additionally, Photographer will curate at their own judgment the final images to be included in the collection of images delivered to Client and shall edit such images with full artistic license including, but not limited to, black and white conversions, color toning, exposure adjustments, cropping and straightening. Any Client requests to re-edit, alter or retrieve additional images from the image archive once images have been delivered to Client will be billed at the hourly rate of \$60/hr. Photographer reserves the right not to photograph in dangerous conditions, including precipitation of any form, natural disaster, or extreme heat/cold, as determined by Photographer.

Event Food Service. Client must provide a meal for Photographer and their team, including assistants, for events 6 hours or longer. If Client provides no meal, Client understands Photographer will leave the event to purchase a meal.

Shipping and Handling. Shipping and handling charges will be billed to Client if Client is unable to pick up proofs, prints, albums, digital negatives, etc. at Photographer's studio insurance. Photographer maintains business liability insurance to protect Client from claims by the property owner for accidental damage Photographer and staff may cause. Certification of insurance is available upon request. Venue requests to be listed as an additional insured on Photographer's insurance policy must be made at least 30 days prior to the Event.

Parking Fees. Client is responsible for any parking fees incurred by Photographer and/or Photographer's team. Photographer will add any such fees incurred to a final invoice sent to Client.

Additions and Subtractions. Photographer and Client agree that Client has the option of making additions or subtractions to the list of ordered products and services, listed above under "Products and Services" which may change the total balance. Any such additions or subtractions to the product list shall be made at least 90 days prior to the Event. Unless Photographer demonstrates a material effect to the addition or subtraction of products, the only charge will be the actual retail cost of the product. There will be no penalty for making a change.

Attorney's Fees. Should any litigation be commenced between the parties to this Agreement, concerning any provision of this Agreement or the rights and obligations of any party, the party prevailing in such litigation shall be entitled, to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

Waiver. No waiver of any default by any party or parties to this Contract shall be implied from any omission by a party or parties to any action on account of such default. If such default persists or is repeated, no express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent therein stated.

Article Headings. All article headings set forth in the Agreement are intended for convenience only and shall not control or affect the meaning, construction or effect of this Agreement or any of the provisions thereof.

Severability. If any provision of this Contract shall be declared invalid or unenforceable, such provision shall be deemed eliminated from this Contract, and all remaining provisions shall continue in full force and effect.

Governing Law. This Contract shall be governed by and interpreted under the laws of the state of Ohio Sole and Only Agreement. This Contract contains the entire understanding between the parties with respect to the subject matter and supersedes any and all other prior written Contracts and understandings (whether oral or written) between the parties. No amendment or modification of this Contract shall be effective unless executed in writing by both parties

Counterparts. This Agreement may be executed in counterparts, and if so executed and delivered, all of the counterparts together shall constitute one and the same Agreement. A facsimile signature may be treated as an original, and each party agrees to deliver to the other party an original executed Agreement within seven days of execution.

Amendments. This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by Client and Photography at the time of acceptance of this contract shall be recognized as amendments to this contract.

Assignment; Successors and Assigns. Client agrees that he will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement. Any such purported assignment, transfer, or delegation shall be null and void. Client represents that he has not previously assigned or transferred any claims or rights released by him pursuant to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, attorneys, and permitted assigns. This Agreement shall not benefit any other person or entity except as specifically enumerated in this Agreement.

Rachel Rice, Photographer

Client
