

SIMON REVILL PHOTOGRAPHY

111 NORTHWINGFIELD ROAD, GRASSMOOR, CHESTERFIELD, S42 5EB

Wedding Date and Time:

Bride's Name:

Groom's Name:

Phone:

Phone:

Address:

Address:

E-mail:

E-mail:

Time Photography Session Starts:

Ends:

Number of Guests:

Wedding Location:

Bride Dressing Location and Phone Contact Information:

Groom Dressing Location and Phone Contact Information:

Wedding Reception Location:

Photography fee agreed on: £ (plus applicable expenses as described in the contract). A retainer of 25%

£ is due when this agreement is signed, and the balance £ is to be paid no later than four weeks prior to the wedding day. Cheques Payable to "Simon Revill"

THE CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by THE CLIENT.

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

- | | | | |
|------------------------|----------------|-----------------|----------------|
| ◇ Sapphire | ◇ Emerald | ◇ Diamond | ◇ Diamond Plus |
| ◇ Other (list details) | ◇ Matted Album | ◇ Digital Album | |

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1. ENTIRE AGREEMENT: This agreement contains the entire understanding between SIMON REVILL Photography and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

2. RETAINER: Upon your signature, SIMON REVILL Photography will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, a retainer of 25% is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The retainer is to be paid at time of signing the contract. The retainer is applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due four weeks prior to the wedding date.

3. SAMPLE DELIVERY: SIMON REVILL Photography will provide THE CLIENT with a set of 7x5 proofs and an online web display. THE CLIENT should provide SIMON REVILL Photography with a list of desired images to be printed, enlarged and/or digitally manipulated. The list should specify which images should be in colour, black and white or sepia. Printing of photographs cannot commence prior to SIMON REVILL Photography's receipt of this list.

4. CANCELLATION: In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the retainer will be forfeited. SIMON REVILL Photography agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT unless cancellation takes place within 12 weeks of the wedding date - then the full amount as set out in the contract becomes due and payable immediately.

5. PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the wedding date in order to finalize the actual shooting times and locations.

6. EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s). THE CLIENT is also responsible for identifying any individual/s that does not desire to be photographed.

7. 60 MINUTE WINDOW: The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 30 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 120 minute window from occurring, SIMON REVILL Photography shall not be held liable for failure to take desired photographs.

8. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. SIMON REVILL Photography is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to SIMON REVILL Photography. SIMON REVILL Photography recommends that THE CLIENT designate an "event guide" to point out important individuals to the photographer; whom THE CLIENT wishes to include in informal or candid photographs.

9. SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and SIMON REVILL Photography agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, SIMON REVILL Photography will not be held liable for any photographs not taken.

10. HOUSE RULES: 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; SIMON REVILL Photography will offer technical recommendations only.

11. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by SIMON REVILL Photography are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without SIMON REVILL Photography's explicit written permission.

12. THE CLIENT must obtain written permission from, and compensate SIMON REVILL Photography prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

• MODEL RELEASE: THE CLIENT hereby assigns and grants SIMON REVILL Photography and its legal representatives the irrevocable and unrestricted right to use and publish photographs of THE

13. CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same.

14. THE CLIENT hereby releases SIMON REVILL Photography and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that SIMON REVILL Photography may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in shops, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by SIMON REVILL Photography.

15. COMPLETION SCHEDULE: The printing process can only start once SIMON REVILL Photography receives the order list for the required images. Digital processing takes approximately 2 weeks. Creation of a wedding album takes 2-4 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.

16. PAYMENTS: THE CLIENT agrees that 25% retainer is required at the time of contract acceptance and 100% of the remaining balance is due 4 weeks prior to the wedding date.

17. FINAL DELIVERY: SIMON REVILL Photography will deliver the prints and any additional material once printing is completed.

18. METHOD OF REMUNERATION: Payment may be made in cash, cheque or credit card (3% surcharge). Returned cheques are subject to a £25.00 returned cheque fee.

19. PENALTY FEES & CHARGES: There is a £100.00 late payment fee for any payments that are not postmarked or delivered to SIMON REVILL Photography by the required date. THE CLIENT IS RESPONSIBLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS OF COLLECTION.

20. RIGHT OF WITHDRAWAL: SIMON REVILL Photography's discovery of new information, changes to agreed circumstances, or other factors which tend to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should SIMON REVILL Photography initiate the withdrawal, all fees will be returned, excluding retainer as well as fair market value for all services/products already provided. In case of withdrawal, £100.00 an hour is charged for all photography services already provided and £50.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

21. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. SIMON REVILL Photography will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. SIMON REVILL Photography takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond SIMON REVILL Photography's control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

22. NON-GUARANTEED: Although every possible care will be taken to produce photographs of all important and special events during the wedding, SIMON REVILL Photography cannot place an unconditional guarantee on the above. SIMON REVILL Photography will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of SIMON REVILL Photography's control.

23. PERFORMANCE: The performance of this contract on behalf of SIMON REVILL Photography shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

24. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

25. 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 THE CLIENT and SIMON REVILL Photography at the time of acceptance of this contract shall be recognized as amendments to this contract.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed (CLIENT RESPONSIBLE FOR PAYMENT)

Signed (on behalf of SIMON REVILL Photography)