

Arce Photography

Event Agreement

Entire Agreement

This agreement contains the entire understanding between Arce 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.

CHANGE OF DATE OR VENUE

Arce Photography must be notified immediately of any changes in schedule or location, at least one week prior to the scheduled date of event. Notification of any changes can be made by phone along with written notice sent via email for documentation. If an email is sent, a confirmation of receipt must be in writing. It is the client's responsibility to confirm all arrangements at least 7-10 days prior to the event. In the event of change of address or contact information (time, etc.) as listed, you must notify Arce Photography. Changing your date is subject to fees and the availability of that date.

RETAINER

A non-refundable retainer fee of 1/3 the cost of the chosen package is required to hold the date of your wedding. No date is reserved until a retainer is received. The balance of the complete package price must be paid 30 days before receiving the wedding day images. If final payment is not received as set forth herein, Arce Photography reserves the right to withhold delivery of the images until payment is received. Upon client's signature and payment of retainer fee, Arce Photography agrees to reserve the date and time specified. The retainer fee is applied towards the final contracted wedding package and is not in addition to the package chosen. Once the contract is signed the retainer must be provided, if the retainer is not received within 12 days of the signing of the contract, the contract is null and will be canceled and your date released for other couples to book.

CANCELLATION

There shall be no refund of retainer after 24 hours from the signing of agreement due to the reservation of the photography date. Once a balance is paid, it is NON-REFUNDABLE. Any balance of any kind paid to Arce Photography is non-refundable after receipt of the balance. Any other arrangements shall be discussed between the client and Arce Photography. All arrangements will be put in writing. Cancellation must be in writing even if a phone call was made to inform Arce Photography of the cancellation. The retainer fee will be transferable up to 365 days after cancellation with a \$200 reschedule fee. The client agrees to not expect a new date to automatically be available. The client will be given the chance to reschedule but cannot be pushed ahead of other reserved clients. Some fees may apply for rescheduling and a new retainer will be required past 365 days.

If cancellation of the wedding or with the photographer is within 30 days of the scheduled wedding date, the ENTIRE balance is due in FULL. Please be reminded that once a date is reserved all other inquiries and bookings are turned away so any potential monies and/or clients are forfeited, therefore the balance IN FULL is still due except in the case where the date can be booked, in that case the monies will be returned.

FAILURE TO PERFORM

Due to the limited and subjective nature of weddings Arce Photography cannot be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the church or location restrictions. The photographer is not responsible for lost photo opportunities due to any kind of equipment malfunction, the lateness of the event couple, or other principles. The Photographer is not responsible for the lack of coverage due to weather conditions,

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scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location. It is acknowledged that any lists submitted to Arce Photography will be used for organizational purposes only and in no way represents photography that will actually be produced although every effort will be made to follow it. Arce Photography will do their best to fulfill all requests but can make no guarantees all images will be delivered. Clients are responsible for all location fees and permits.

UNFORESEEN CIRCUMSTANCES CLAUSE

If Arce Photography, cannot perform this agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, or due to the photographers illness, then Arce Photography shall return any moneys paid by the client, but shall have no further liability with respect to the agreement. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, compact flash card malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Arce Photography.

LIABILITY

Arce Photography is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for themselves, any children and will release photographer from any claims against their person or their business..

PRE-EVENT CONSULTATION

It is NOT required for the client to schedule a pre-event consultation before the event-date to finalize the actual shooting times and location. Arce Photography can successfully communicate all event details via email or phone. In person can be scheduled as well if desired!

SECOND SHOOTER

If a second shooter is selected for the event and added to the contract please be advised that they will be there for the hours chosen by the photographer. Second shooters may not be there for the entire day depending on the needs of the photographer that day. Clients must give discretion to ArcePhotography on this matter.

WEDDING COORDINATOR/EVENT GUIDE

If the ceremony or reception provides a "COORDINATOR/ EVENT GUIDE", the client is responsible for communicating all day of information. Including, but not limited to: time line, itinerary, schedules, etc.; with Arce Photography prior to the wedding day. One month prior to the wedding date, Arce Photography will provide the client with a wedding day questionnaire, please return in a timely manner. The client will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired at the wedding and reception. 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 individuals that do not desire to be photographed. This list will need to be made before the day of the ceremony

EXCLUSIVITY

Arce Photography and their associates shall be the exclusive photographer(s) retained by the client for the purpose of photographing the wedding. Family and friends of the clients and other wedding vendors shall not interfere with the photographer's duties. Guests will be asked to refrain from taking flash photographs at certain intervals of wedding services to ensure proper exposure of images. Additional professional photographers may be employed only with prior written permission from Arce Photography. Guest photographers may not be active during the ceremony and will not be allowed to photograph during family and individual portraits. Arce Photography spends special time planning and posing your photographs and asks that guests not intervene.

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PERMISSIONS

It is the clients' responsibility to schedule and receive permission to use various locations for photography, including the wedding and reception locations and any other locations used during the day. Should a location require a payment, this payment will be paid by the clients.

RECEIVING IMAGES

Images will be ready to be delivered 60 days after the wedding. Your images will be delivered on flash drives and any prints or products ordered will be delivered shortly after.

COPYRIGHTS

All photos created by Arce Photography are copyright protected. It is a violation of federal copyright law to copy, scan, or allow photographs created by Arce Photography to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered digitally or otherwise, without Arce Photography's express written permission. The client may print (on their own) their personal wedding photographs with the written consent of Arce Photography only once in possession of the digital images. The negatives/digital files remain sole property of Arce Photography and will never be given or sold. All clients will receive a print release along with their digital files for this purpose.

Client agrees to full model release for the use of marketing and/or publishing purposes unless otherwise put in writing between the client and Arce Photography.

Arce Photography agrees to grant these image rights to the client with a non-exclusive, limited, perpetual license.

This license allows the client to do the following with the images:

- i) Display the images;
- ii) Print the images;
- iii) Upload, email, or electronically transfer the images or files; and,
- iv) Publish the images on personal websites or social media websites

THIS LICENSE WILL PROHIBIT THE CLIENT FROM DOING THE FOLLOWING:

APPLYING FOR COPYRIGHT REGISTRATION OR SELLING OF ANY IMAGE OR ELECTRONIC FILES SUPPLIED BY ArcePHOTOGRAPHY

MAKING 'DERIVATIVE WORKS' OR OTHERWISE MODIFY, INCLUDING EDITING AND/OR MANIPULATING ELECTRONIC FILES

EXPENSE REIMBURSEMENTS

The wedding couple agrees to reimburse Arce Photography for all reasonable expenses relating directly to the wedding event itself unless otherwise discussed. For example, parking fees, destination travel fees, hotel fees, accommodations, etc. Arce Photography will bill the wedding couple after the event or prior whichever is set in writing. Both parties agree to discuss this thoroughly to avoid any surprises as to what will constitute an expense and Arce Photography agrees to supply expense receipts if so requested. Weddings outside of a 50 mile radius of Houston, TX will require an upfront payment for travel unless discussed prior. Arce Photography will do their best to

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talk about such expenses prior to the wedding so that there are no surprises. Any location that requires more than a 60 minute travel time will also be subject to hotel accommodations for either 1 or 2 nights depending on starting and ending time of the wedding, unless discussed prior.

OVERTIME

Arce Photography charges \$100/hour for each overtime hour. Overtime rate is subject to change and may not be the same once your wedding day arrives. All overtime will be booked to the client after the event and no images will be delivered until it is paid.

PRICING

The pricing booked is locked in for your wedding date. The only exception to this is if more hours are added after the contract is booked and the retainer paid. All added hours are subject to the current rate or overtime charges and are charged at the discretion of the photographer.

EVENT FOOD SERVICE

Wedding couple does agree to provide a meal for Arce Photography and those employed by photographers. Arce Photography is responsible to inform the clients of any second shooters or assistants prior to the date of the wedding so extra meals can be set aside. If a meal is not provided Arce Photography reserves the right to leave for one hour to travel to get a meal.

GARMENTS

Arce Photography cannot be held responsible for damage to garments during environmental events. Client is responsible to arrange personal assistance for wedding garments. Arce Photography will not put any parties in a situation (unless requested by the bride or groom) that will cause harm or damage to special garments.

CREATIVE LICENSE

Images may be edited at the photographer's discretion, and delivered images may not include all images shot. The photographer reserves the creative right to edit and release only those deemed professional in quality and within the photographer's artistic standards. By signing this contract, the client is aware of the style of photography that Arce Photography produces.

PURCHASE OF PRINTS

Arce Photography does not guarantee the quality of any prints, albums, or other photo products not purchased through Arce Photography. If the client desires professional-quality prints, they may be purchased through Arce Photography. Suggestions for quality labs will be provided with digital files along with instructions on how to get the best out of your digital files.

RETOUCHING

Basic retouching will be added to all images. Basic retouching includes global adjustments, (white balance, color correction, exposure, contrast, clarity, ect.) basic skin and beauty retouching and any other things seen to be fixed by the photographer that falls into a "basic" category. What classifies in this category falls under the photographer's discretion. Any additional extensive retouching will incur an extra charge IF the client decides they would like it after receiving the gallery of images. Examples of extensive retouching would be (any body or weight changes, extensive blemishes, extensive beauty retouching, etc.)

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SUBSTITUTION

In the event of illness or sudden events out of the control of both parties, Arce Photography will attempt to substitute a photographer at no cost to the client. This contract will be transferable to said photographer. This photographer will shoot the event and then Arce Photography will still make every attempt to edit the selected files for clients.

TERMS/CONDITIONS

*Offerings [excluding prices] are subject to change without notice. The most up to date contract will immediately apply to any client that has already signed.

STORAGE OF IMAGES

Arce Photography recommends you back up your images on another media format after receiving digital files. Arce Photography also recommends making multiple copies of images every year to insure the images for years to come. Arce Photography cannot be held responsible for the failure of digital backups, usb's, dvds, ect. due to mishandling. It is the client's responsibility to keep several copies of any digital or hard copies of the images in more than one location, and back the images up on another format such as a hard drive. This is the same for the use of the file sharing site the images are delivered on. Once the images are in the hands of the client, it is the client's responsibility to download and save the images. Backing up your images is very important.

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE RECEIVED, READ, AND UNDERSTAND THIS AGREEMENT'S CONTENTS.

Permission is hereby granted to Arce Photography to use any images created under this contract for professional samples, displays, internet website pages, advertising, exhibitions, contests, and any other purpose. The laws of California shall govern this agreement. If you would like to request exceptions to this release please contact me.

All parties understand and agree to all that is above. Client(s) agree(s) to only sign if they have read and agreed to the terms of service in this contract and they believe all information is deemed correct to the best of their knowledge.