

# photofête

## Agreement to Provide Photographic Services

*Completing the form legibly and informing us if your contact information changes helps us serve you better.*

**Customer** (person responsible for payment) \_\_\_\_\_

E-Mail \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**Bride** \_\_\_\_\_

E-Mail \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**Groom** \_\_\_\_\_

E-Mail \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

### Wedding Details

Photographer: Kimberly Pressler or James Pressler (hereinafter "Photographer")

Wedding Date \_\_\_\_\_ Day of the Week \_\_\_\_\_

Photographer Start Time \_\_\_\_\_ Ceremony Start Time \_\_\_\_\_

Photographer End Time \_\_\_\_\_ Reception End Time \_\_\_\_\_

Officiant \_\_\_\_\_ Phone \_\_\_\_\_

Coordinator \_\_\_\_\_ Phone \_\_\_\_\_

### Wedding/Reception Locations

Pre-Ceremony \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Ceremony \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Reception \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

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**Photographic Services to be Provided**

Wedding Photography Package \_\_\_\_\_ Price \_\_\_\_\_

Engagement Portrait Session \_\_\_\_\_

Bridal Portrait Session \_\_\_\_\_

Travel Fee \_\_\_\_\_

Additional Products/Services \_\_\_\_\_ Price \_\_\_\_\_

Additional Products/Services \_\_\_\_\_ Price \_\_\_\_\_

Additional Products/Services \_\_\_\_\_ Price \_\_\_\_\_

Sub-Total of Products/Services Ordered \_\_\_\_\_

Sales Tax (8.25%) \_\_\_\_\_

Customer Initials \_\_\_\_\_ Total of Products/Services Ordered \_\_\_\_\_

Customer Initials \_\_\_\_\_ NON-REFUNDABLE Retainer \_\_\_\_\_

Customer Initials \_\_\_\_\_ Final Payment Amount \_\_\_\_\_

Customer Initials \_\_\_\_\_ Final Payment Due Date \_\_\_\_\_

**Payment**

You may pay your NON-REFUNDABLE retainer and final payment with cash, check, American Express, Discover, MasterCard or Visa.

Cash      Check # \_\_\_\_\_      American Express      Discover      MasterCard      Visa

Credit Card Account Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ Security Code \_\_\_\_\_ Billing ZIP Code \_\_\_\_\_

Name on Credit Card \_\_\_\_\_

Authorized Signature \_\_\_\_\_

**Shipping Instructions**

*We ship exclusively via Federal Express and prefer to ship to a business address.*

Name \_\_\_\_\_ Phone \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

*The following items are intended to clarify the responsibilities of all parties. Please read these carefully and initial above as proof of your understanding of these terms and conditions. We are happy to answer any questions you might have regarding these terms and conditions.*

1. Retainer and Payments: The Customer shall pay a NON-REFUNDABLE retainer (“Retainer”) to secure the scheduling of Photographer to perform the photographic services in the amount of 50% of the total of products/services ordered. Retainer is due upon execution of this Agreement. Customer understands that in the event that the wedding is cancelled, Retainer will be held as payment to offset the loss of billable time and to cover expenses already incurred. Re-Scheduling a wedding may result in a re-scheduling charge. The balance of all fees is due no later than 14 days prior to the wedding day. If the remaining fees are not paid when due, Pressler Inc. reserves the right to cancel the Agreement and keep Retainer as its liquidated damages. Customer agrees to pay all fees for additional expenses as set forth in Pressler Inc.’s Wedding Price List prior to delivery of the Wedding Album. Additional fees such as reprints are due upon receipt of order. Late payments are charged a 1.5% per month interest rate. No payment is to be made or negotiated with Photographer without prior approval of Pressler Inc.

2. Copyright and Reproductions: Customer agrees to allow free and unfettered temporary access to the original images if requested by Photographer. Photographer and Pressler Inc. shall have the exclusive right to make reproductions for publication or sale. Customer releases and authorizes Photographer and/or Pressler Inc. to use the images and any reproductions in their portfolio, samples, promotion, advertising specifically for Pressler Inc., entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of Pressler Inc. or Photographer’s studio. If Photographer or Pressler Inc. desire to make other uses, they shall not do so without first obtaining the written permission of Customer. Customer warrants that all participants in each non-public event freely give their consent to being photographed as part of each production and consent to the same good-faith usages of their likeness as described above. Customer assumes responsibility for such release and authorization, and for notification of all participants.

3. Customer’s Usage: If Customer is obtaining a print for newspaper announcement of the engagement or wedding, Photographer authorizes Customer to reproduce the print for this purpose only. In such event, Customer shall request that the newspaper run a credit adjacent to the photograph reading “Copyright (year of wedding/engagement), (photographer's name)/Photofête.com”, but shall have no liability if the newspaper refuses or omits to do so.

4. Photographer Replacement: Photographer shall provide the photographic services specified herein. Customer agrees, however, that with prior Customer approval, Pressler Inc. may substitute another photographer to provide photographic services in the event Photographer becomes ill or otherwise unavailable. Pressler Inc. agrees that attempt to find a replacement photographer will first be made from available pool of Pressler Inc. photographers and that the replacement will not incur additional fees.

5. Failure to Perform: If Pressler Inc. is unable to provide a photographer or otherwise fails to perform its obligations under this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer’s illness, then Pressler Inc. shall return the fees paid by Customer, but shall have no further liability with respect to the Agreement. In the event Pressler Inc. fails to perform its obligations under this Agreement for any other reason, Pressler Inc. shall not be liable for any amount in excess of the amount Customer has paid. This limitation on liability shall also apply in the event that the original images are damaged in processing, lost through camera malfunction, lost in transit, or otherwise lost or damaged or to any other claims arising under or relating to this Agreement. Any claim for refund or reimbursement for any reason made by Customer must be submitted in writing to Pressler Inc. within 30 days of delivery of materials from Pressler Inc. to Customer.

6. Inherent Qualities: Customer is aware that photographic materials may fade or discolor over time due to the inherent qualities of materials and the manner in which they are stored, and Customer releases Pressler Inc. from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

7. Pressler Inc.’s Wedding Price List: Fees in this Agreement are based on Pressler Inc.’s Wedding Price List in effect at the time of execution of this agreement. Customer acknowledges that he/she received a copy of Pressler Inc.’s Wedding Price List prior to executing this Agreement. Charges for additional orders made after completion of

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contract will be based on prices in effect at time of order. Customer understands that film and photographic processing are commodity items subject to price fluctuation and that charges for these items may increase. Accordingly, Pressler Inc. reserves the right to increase its prices for film and photographic processing after the execution of this agreement. Customer agrees to pay for any increased charges provided Pressler Inc. provides Customer with written notice of any changes 30 days prior to the wedding day. Pressler Inc. agrees that such price increase will be proportional to the actual price increases that Pressler Inc. incurs from its vendors.

8. Arbitration: All disputes arising under or relating to this Agreement shall be submitted to binding arbitration in Fort Bend County, Texas and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Any dispute involving \$5,000 or less shall be submitted without arbitration to any court in Fort Bend County, Texas having subject matter jurisdiction and Customer consents to personal jurisdiction in such court. Customer shall pay all arbitration and court costs, legal fees and expenses, and interest on any award or judgment in favor of Pressler Inc.

9. Exclusivity: It is understood that Pressler Inc. is the exclusive official photographer retained by Customer to cover each event. Any conflicts with other photographers and/or video coverage contracts and any notifications necessary to avoid such conflicts are the sole responsibility of the Customer. Pressler Inc. agrees that its owners, staff and employees will conduct themselves in a manner generally befitting professionals while in attendance at each event/service.

10. Permits and Clearances: Customer assumes all responsibility for obtaining any necessary permission and clearance permits which may be required for Pressler Inc. to photograph each event, public or private. Customer is solely responsible for any parking, admission fees, passes or tickets necessary for Pressler Inc. to gain access to and photograph each event. Customer assumes all responsibility for the quality from the use of, or inability to use, such requested camera positions.

11. Reprint Consistency: Customer understands that consistency in the appearance of reprints and enlargements ordered at different times cannot be guaranteed and is advised, but not limited, to making one complete reprint order if consistency is important.

12. Successors and Assignees: This Agreement and the rights and obligations of Pressler Inc. hereunder may be assigned by Pressler Inc. to any subsidiary or affiliate or successor to Pressler Inc. and shall inure to the benefit of, shall be binding upon, and shall be enforceable by any such assignee. This Agreement and the rights and obligations of the Customer hereunder may not be assigned by the Customer.

13. Miscellany: This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by Customer and an authorized representative of Pressler Inc.. Any waiver of a 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 State of Texas, without reference to provisions relating to conflict of laws. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions shall continue in full force and effect.

*The parties have read all pages of this Agreement, agree to all its terms and conditions, and acknowledge receipt of a complete copy of the Agreement signed by all parties. Each person signing as Customer below shall be fully responsible for full payment of all fees pursuant to the terms and conditions of this Agreement.*

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

Pressler Inc.

By \_\_\_\_\_ Date \_\_\_\_\_

## PORTRAIT ADDENDUM

I understand that all portraits are photographed on location in an outdoor environment unless I make other arrangements in advance.

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

Pressler Inc.

By \_\_\_\_\_ Date \_\_\_\_\_

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## Release of Copyright Ownership

Date: \_\_\_\_\_

To Whom It May Concern:

I, Kimberly D. Pressler, hereby release copyright ownership of the images of \_\_\_\_\_ (Bride) and \_\_\_\_\_ (Groom) to \_\_\_\_\_, and, in doing so, relinquish any and all claims to the images. Client releases Pressler Inc. from any liability resulting from improper care or handling of the images. Please do not hesitate to call if you have any questions. Thank you.

Sincerely,

Kimberly D. Pressler