



BG Photography Studios

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www.bgphotographystudios.com
brennigan@bgphotographystudios.com

Contract for Services

This contract between **Brennigan Gilson-Burnett** (hereafter "Photographer") and **Hope Snodgrass / Jon Uebelhor** (hereafter "Clients"), governs the assignment of photographing their wedding and, with the accompanying Estimate or description of services (if any), constitutes the entire agreement between the parties concerning the assignment. Any amendments to this agreement shall be made and agreed in writing. This Agreement may be executed in one or more counterparts, including electronic versions, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

WEDDING OF

Hope Snodgrass & Jon Uebelhor

TAKING PLACE ON

Apr 23, 2022

TAKING PLACE AT

**Journeyman Distillery
109 Generations Drive
Three Oaks MI 49128**

Clients have agreed to a package of services described below:

Name	Description	Qty / Unit Price	Tax	Subtotal
8 HOURS	<ul style="list-style-type: none">- one photographer- 8 hours of wedding day coverage- high-res digital download / .ZIP delivery- online gallery hosting for 1 year- print release	1 x \$3,800.00	6.00%	\$3,800.00

Photographs shall be made in digital format and shall be of a style and quality generally similar to photographs visible on Photographer's portfolio website. Final images shall be adjusted for correction of color and exposure, with no more precise adjustments or retouching, though Photographer may choose to do some as deemed necessary. Precise adjustments and/or retouching of additional images do not fall under the scope of this Agreement, and shall be made under separate agreement. Final images will be delivered in the JPEG file format in accordance with industry standards.

FEES:

Due Date	Amount Due
Oct 5, 2021	\$1,342.93
Dec 22, 2021	\$1,342.53
Apr 9, 2022	\$1,342.54

1) A non-refundable retainer shall be required no later than ASAP. The retainer has been calculated as one third of the Photographer's total fee of **\$4,028.00**. The retainer fee is not refundable, and is required to reserve a date on Photographer's calendar.

2) Final payment due two weeks prior to the event. This shall include the remaining portion of the total fee (if any), as well as any and all of the expenses incurred in the production of the assignment.

If client has ordered prints, disks, or products, payment for these will be due as part of this final payment. No final versions of images in any format, physical or digital, will be released to Client until payment has been received in full.

There will be no extra charge for travel 45 miles outside of Holland, Michigan. Any extra travel is an additional 58 cents per mile.

The fees and expenses estimated by the Photographer are for the original job description as presented by the Client. Subsequent changes or actual job conditions may result in additional charges. Photographer shall seek approval of additional expenses whenever reasonable and appropriate.

Photographer's fee of **\$4,028.00** is for Photographer's time as described in the package of services selected by the Clients. Photographer agrees to minimize any and all unexpected expenses. Nevertheless, unexpected expenses shall be added on as an addition to the originally estimated total, and shall be invoiced accordingly. No final versions of images will be released to Clients until payment has been received in full. The price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

PAYMENT: Payments can be made with cash, cashier check, or major credit cards. No Personal checks will be accepted as any form of payment.

DELIVERABLES: It is understood that this Photographer will be the exclusive and only official photographer to perform the photographic services requested on this Assignment. Client acknowledges that guest photography during formals, First Look, and other posed sessions is strongly discouraged. The Photographer must have the cooperation and attention of the subjects and competing with guest photographers can and will likely compromise the quality of desired portraits. In keeping with the Assignment as described above, images provided to Client shall be usable and in accord with Photographer's artistic vision, taste, judgment, and style. Photographer shall be solely responsible for determining whether an image is usable, and for all creative decisions. "Usable" shall mean images are sufficiently in focus such that the primary subject of the photograph is sharp enough that the picture can print well up to 5x7 inches in size, flesh tones are rendered in a believable manner, and the images are exposed such that there is a range of believable tones from dark to light. Client agrees that Photographer is hired for his artistic talent, creativity, taste, experience, and judgment, and Photographer may deliver images produced using techniques such as selective focus, tilting,

cropping, toning, vignetting, high contrast, low contrast, black and white, etc., and these shall also be considered usable. Images produced under this Agreement that are deemed by Photographer to be unusable shall not be provided to Client. Any precise adjustments and/or retouching as described in the Assignment above or in the description of services shall likewise be usable and in keeping with Photographer's artistic vision, taste, judgment, and style. "Retouching" shall mean changes to images such as the removal of a distracting element from a picture, minor slimming of bodies shown in images where possible, removal or minimization of minor blemishes in skin, teeth, or garments, and similar modifications. Client agrees that retouching of any kind is a highly subtle, subjective and artistic endeavor, and as such may require significant communication with Photographer and multiple revisions, and can require a substantial amount of time to complete. On average, we will have your electronic photos uploaded to our site within 90 days of your Wedding date unless otherwise noted. Any albums, prints, or USBs will take an additional amount of time which will be discussed on an as needed basis.

FOOD/BREAKS: The photographer(s) will be allowed bathroom breaks when necessary. Each photographer will be provided a full guest meal for weddings lasting longer than 5 hours. If no meal is provided, the photographer(s) reserves the right to go off-site for a meal for 40 minutes.

CANCELLATION: **The retainer fee is non-refundable, regardless of circumstance.** Fees for cancellations and postponements will apply irrespective of the reasons for them, specifically including but not limited to weather conditions, conditions of nature, COVID-19 and any restrictions associated with the coronavirus, war, the actions of police or emergency services, terrorism, civil disturbance, or the fault of a third party. Photographer must be notified of cancellation no less than 7 days before the originally scheduled day of the wedding. Any and all expenses incurred by Photographer for the purpose of completing the Assignment (i.e., rental of photo equipment, etc.) shall also be paid. **If this contract is cancelled at any time before the wedding by the Photographer, any amount other than the deposit shall be refunded to the Client; if the event is postponed, all monies already paid will be transferred to new date.** Photographer reserves the right to cancel this contract at any time, particularly if the scope of work required to complete the assignment changes substantially.

POSTPONEMENT: Should the event be postponed for any reason (including COVID-19), Clients understand that Photographer may not be available for the new date. Should Client postpone the event to a date for which the Photographer is not available, the **assignment shall be considered cancelled, and the cancellation agreement above shall apply.** Photographer shall be notified of any postponement or likelihood of postponement as soon as possible, and will make every reasonable effort to be available for the new date. In the event the assignment is postponed, **additional expenses may be incurred.** In regards to an engagement shoot, we typically do not postpone these shoots, especially for weather related reasons. During Wedding season, all other portrait and engagement shoots are typically only scheduled during weekdays. Weekend appointments may incur an additional charge to be arranged with the Photographer at the time of booking.

COPYRIGHT: All work produced under this contract is copyrighted by Photographer, and all rights are reserved except those specifically granted herein. No "work for hire" contract is agreed or implied. Grant of any reproduction rights to any images produced and delivered to the Client is conditioned upon receipt of payment in full. All rights not expressly granted to the Clients shall be reserved by Photographer.

INDEMNIFICATION: Clients hereby indemnify and hold Photographer, his heirs, legal representatives, assigns, and all persons acting under his permission or authority or those for whom he is acting harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Clients' use of Photographer's Work.

DISCLAIMER: While Photographer will take reasonable precautions, there are occasions when a problem may arise, due to the sometimes unpredictable nature of assignment photography. Photographer shall take reasonable steps to complete Assignment satisfactorily and in keeping with the spirit of this Agreement. In no circumstance shall Photographer be liable for any amount that is greater than the sum of the contract, all

expenses incurred in the production of the assignment, and any additional fees received by Photographer. In the event of Photographer's severe illness or of scheduling conflicts, Photographer may substitute another photographer to take the photographs. In the event of such substitution, Photographers warrants that the photographer taking the photographs shall be a competent professional with a similar photographic style. If the Photographer cannot perform this Assignment due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographer's illness or emergency, the Photographer shall have no further liability with respect to the Assignment. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer failed 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.

ARTISTIC STYLE: On its own behalf, and on behalf of the subject: Client acknowledges that it is familiar with the Photographer's portfolio and is requesting Services with knowledge of the Photographer's style; that Photographer's work is constantly evolving; that Photographer's services are of unique and artistic nature; that the photos may be different from photographs taken by the Photographer in the past; and that in creating the photos, the Photographer shall use his personal artistic judgment to create images consistent with his personal vision of the Event, which vision may be different from the Client's and/or the Subject's vision of the event. Accordingly, Client acknowledges that the Photos shall not be subject to rejection on the basis of taste or aesthetic criteria.

RELEASE: On behalf of all attendees of the event, Clients hereby grant the following rights and permissions to Photographer, his legal representatives and assigns, those for whom Photographer is acting, and those acting with his authority and permission. Photographer has the absolute right and permission to take, use, reuse, publish, and republish photographic portraits or pictures of those photographed, including any minors, or in which any minor may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with the adult's or minor's own or a fictitious name, or reproductions of such photographs in color or otherwise, made through any medium at Photographer's studios or elsewhere, and in any and all media now or hereafter known, including the Internet, for art, advertising, trade, or any other purpose whatsoever. Clients also consent to the use of any published matter in conjunction with such photographs. Clients specifically consent to the digital compositing or distortion of the portraits or pictures, including without restriction any changes or alterations as to color, size, shape, perspective, context, foreground or background. Clients waive any rights they may have to inspect or approve any finished product or products or the advertising copy or printed matter that may be used in connection with such photographs or the uses to which it may be applied. Clients understand that the images of those photographed, including any minors, may be used in print or on the Internet. Clients nevertheless consent to this use. Clients release, discharge, and agree to hold harmless and defend Photographer, his legal representatives or assigns, and all persons acting under his permission or authority or those for whom he is acting, from any liability by virtue of any reason in connection with the making and use of such photographs, including blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy. Clients hereby warrant that they are legal and competent adults and have legal authority to make such an agreement on behalf of any minor present at the wedding. Clients state further that they have read the above authorization, release, and agreement, prior to its execution, and that they are fully familiar with the contents of it. This release shall be binding upon the Clients, and Clients' respective heirs, legal representatives, and assigns.

Additional information or amendments are provided below and marked with **

All terms are hereby agreed upon by both parties, including amendments.

Client:

I agree to the terms and conditions of this contract.

Hope

Snodgrass

10/27/21

Hope Snodgrass

I agree to the terms and conditions of this contract.

First Name

Last Name

Signature