

Mike+Jamie Contract

Wedding Date:

Wedding Location:

Reception Location:

Bride Information:

Name:

Address:

City:

State:

Zip:

Phone:

Email:

Groom Information:

Name:

Address:

City:

State:

Zip:

Phone:

Email:

Signatures:

All parties involved have read all pages of this contract and agree to all of the terms and conditions

Bride:

Date:

Groom:

Date:

Michael Ellis:

Date:

Payment+Package Information

Package Option:

Travel (if applicable):

Tax (7.25%):

Grand Total:

Payment 1:	Date:	Check#:
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Payment 2:	Date:	Check#:
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Payment 3:	Date:	Check#:
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Terms and Conditions

1. Exclusive Photographer/Videographer

Mike+Jamie shall be the exclusive photographer or videographer retained by the client for purpose of photographing or videoing the wedding day. No other professional photographers may be hired for the event. Friends and family will be permitted to take photographs throughout the day as long as they do not interfere with our duties and do not photograph poses arranged by the photographers. No party may bring their "nice" camera and take photos of the event with the intention of building their portfolio, posting photos online, or providing "extra" photos for the bride and groom. Editing and publishing wedding day photographs by a party other than Mike+Jamie Photography may result in additional charges due to breach of contract.

2. Retainer and payment

The client shall pay retainer of one-third of the total package price plus tax to secure the services and product specified. Upon signing this contract the amount of the retainer shall be applied to reduce the total balance of the package. The second payment of one-third will be due 60 days prior to the wedding, and the final balance must be paid within 30 days prior to the event. In the event that an alternate payment structure is

agreed upon. Mike+Jamie Photography has the right to withhold products until the final payment has been made.

3. Cancellation or postponement

If the client should cancel the event for ANY reason, the retainer will NOT be refunded, and Mike+Jamie Photography must be notified of the cancellation in writing. If the client chooses to cancel the contract due to finding and booking another photographer, professional or non-professional, all money paid up to that point will NOT be refunded. To consider a date change, the photographer or videographer must first receive a written release of the contract date, which will null and void this contract. If the client needs to change the event date, all money paid will transfer to the new date per a newly written contract IF the photographer or videographer is available for that new date. IF the new date is unavailable for the photographer or videographer, the contract will be cancelled and the retainer will NOT be refunded. Cancellations made within 30 days of the event are that are subject to a refund, will be handled at the discretion of the photographer or videographer.

4. Photographic materials, Copyrights, and reproductions

Mike+Jamie Photography will retain all legal rights to all photographic materials, including but not limited to the all digital files. The client will receive the edited digital files outlined within their purchased package and is afforded the right to make prints, albums, canvases, post images to social media, or submit photos for publication with the obligation of giving proper credit to the photographer or videographer for those images. Mike+Jamie Photography also retains the rights to the images for uses that include but are not limited to: marketing, social media posts, website, editorial use, exhibitions, contests, studio samples, etc. The RAW, unedited, images will NOT be released to the client for any reason.

5. Client usage

The client is obtaining the edited digital images for personal use only and shall not sell prints or digital images or authorize reproductions by parties other than Mike+Jamie Photography. It is a violation of federal copyright law to allow photography or videography taken by Mike+Jamie Photography to be reproduced or altered in any manner including but not limited to electronic scanning, personal scanner, "screen capturing" etc. The client may upload images to online printing labs for the making of prints, albums, canvases, allowing that the quality of the image is retained and not degraded in any manner.

6. Release of digital images

As outlined within the purchased package, Mike+Jamie Photography will release the edited high-resolution digital images to the client at the time of completion of the work. These files will be release via a usb drive, or a shareable online folder that the client may download directly to their computer. By releasing the edited digital images, Mike+Jamie Photography is authorizing the client to use the images contained on the usb drive or sharable folder for their own personal use. Mike+Jamie Photography is not responsible for the quality of enlargements of these files that have been taken to a non-professional and/or consumer lab. These images may no be sold for any reason. The images may be submitted for publication by the client, but proper photographer recognition must be applied. Mike+Jamie Photography will maintain copyright retention of all digital files as outlined in Section 4. Upon releasing the edited digital images, Mike+Jamie Photography is release of all liability for archiving all of the files.

7. Failure to perform

If the photographer or videographer cannot perform this agreement due to fire, casualty, Act of God, illness, or any other cause that is outside of the control of the photographer or videographer, the Mike+Jamie Photography shall return all money paid and will have no further liability with respect to this contract. The limitation of liability shall also apply in the event that the photographic materials are damaged in processing, lost through camera memory card malfunction, or otherwise lost or damaged without fault on the part of the photographer or videographer. In the event that the photographer or videographer fails to perform for any other reason, Mike+Jamie Photography will no be liable for any amount in excess of the value of the client's purchased package. The client also agrees that every event Mike+Jamie Photography works is different and is in no way indicative of how all events are photographed, videoed, or edited. Previous and subsequent events are also not indicative of the number of proofs that should be expected.

8. Photographer substitution

In the extremely unlikely event of severe personal illness or other extreme Acts of Nature beyond the control of photographer or videographer, Mike+Jamie Photography will attempt to arrange for a substitute photographer or videographer of high qualification, per the client approval of said photographer or videographer. Both the client and Mike+Jamie Photography assume the risks and dangers of travel and in the extremely unlikely event that a last minute Act of Nature or travel disaster occurs while the photographer or videographer is en route to the event, the photographer or videographer will refund the client all money paid.

9. Inherent Qualities

The 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. The client releases Mike+Jamie Photography from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

10. Officiant and Venue Restrictions

The photographer or videographer may be necessarily limited by the guidelines or rules of the ceremony official, ceremony venue or reception venue. The client understand and agrees that Mike+Jamie Photography will abide by such guidelines and that they are outside of the control of the photographer or videographer. The client agrees to hold Mike+Jamie Photography harmless for the impact such rules and guidelines may have on the resulting photographs or video.

11. Requested photos

While Mike+Jamie Photography will make every effort to take specially requested photos, the client understands that a wedding is an uncontrolled event and due to the varieties of weather, available light, and willingness or availability of subjects, Mike+Jamie Photography cannot guarantee that any particular photo will be taken.

12. Artistic license

Mike+Jamie Photography will be granted full artistic license in relation to poses photographed and locations used. The photographer or videographer will not be held responsible for the lack of coverage for the following reasons: the bride, groom, or wedding party not being on time, members of the wedding party or family are unavailable when called on for a posed photograph, if the wedding is running late or if restrictions regarding photography at the desired locations are in force. The client understands that the photographer or videographer does not operate from a "shot list" throughout the day. The hallmark of Mike+Jamie Photography's photographic approach is non-posed, journalistic coverage or acts in real time. Although the photographer or videographer can and will work from "poses," it is necessary that the photographer or videographer have the freedom to be artificially creative throughout the day. Long lists and frequent requests for photographs by the client or wedding attendees reduce the capability to explore and obtain photographs of genuinely occurring moments. The client acknowledges that they have been shown sample albums and that they understand the photographer or videographer will produce images or video of like quality and style for their wedding. All editing is also subject to artistic license of Mike+Jamie Photography. Special requests for editing may be submitted to the photographer or videographer in any form of writing, however, the client agrees that this is in no way a guarantee that the photographer or

videographer will replicate the style asked for. Other requests (i.e. color only editing) are also to be submitted in writing before the date of the wedding. Requests made after Mike+Jamie Photography has already edited the proofs will result in additional editing fees.

13. Meals

Due to the length of our contractible hours, Mike+Jamie Photography requires that meals be reserved for all photographers or videographers present for the event. All appropriate measures shall be taken to provide the same meal for the photographers or videographers that is provided for the guests of the wedding. If no appropriate meal accomodation is made, the photographer or videographer are permitted to leave the event to obtain food and beverage and may result in the photographer or videographer not capturing certain events during the reception.

14. Miscellaneous

This contract incorporates the understanding of both parties. Any modification to this contract must be in writing and signed by both parties. The laws of the State of Ohio will govern this contract.