

# red blossom

P H O T O G R A P H Y

## WEDDING PHOTOGRAPHY AGREEMENT

This Wedding Photography Agreement (herein the "Agreement") is made and entered as of this 10th day of January, 2020 by and between Red Blossom Photography a Colorado LLP (herein "Photographer") and AJ Saucier and Caitlin Valentine (herein jointly and individually "Clients" and together with Photographer, the "Parties" and each a "Party") for photography services for Clients' wedding scheduled for August 15<sup>th</sup>, 2020 (herein the "Wedding") at 8005 Highland Meadows Pkwy Fort Collins, CO 80528

### 1. DESCRIPTION OF SERVICES

Photographer agrees to provide the following photography services and products (herein the "Services") for Clients:

Classic Wedding Package

### 2. FEES, COSTS AND PAYMENTS

Subtotal	<b>\$3,160.00</b>
Sales Tax - ____%	<b>Included</b>
Total Fee	<b>Included</b>
Retainer Fee	<b>\$1,264.00</b>
Remaining Balance	<b>\$1,896.00</b>

Payment of the non-refundable, non-transferable retainer fee (herein "Retainer Fee") is required in order to book Photographer's services. This Agreement is an offer that must be accepted by Clients within ten (10) days from the date of the Agreement, or the offer will terminate. The Wedding date will not be held until this signed agreement and the Retainer Fee are received by Photographer. The Retainer Fee will be applied to the total balance due, and the remaining balance is due no later than thirty (30) days prior to the Wedding (due on or before July 15<sup>th</sup>, 2020).

Payments shall be made via cash, personal check, Credit Card or cashier's check/money order. Checks shall be made payable to Red Blossom Photography and mailed to 1355 Redwood Dr. Payments not received by their due date shall incur late fees at the rate of ten dollars (\$10.00) per day. Returned checks shall be subject to a fifty-dollar (\$50.00) fee, and all subsequent payments shall be made via cashier's check/money order. In the event that Clients fail to remit any payments as specified herein, Photographer shall be entitled to terminate this Agreement immediately and retain the non-refundable Retainer Fee and shall have no obligation to render photography Services for Clients' Wedding. Collection efforts by Photographer shall commence upon termination of the Agreement for non-payment, with Clients responsible for any attorneys' fees, court costs, or other expenses incurred in the collection of unpaid Fees.

**Travel:** Distances more than forty (40) miles from Windsor, Colorado will be subject to an additional travel fee, with the exact fee based upon the mileage (calculated based on the current IRS rate) and whether hotel and flight accommodations are necessary. Whenever possible, any such travel fees shall be determined between Clients and Photographer prior to the signing of this Agreement. Any travel fees incurred after the signing of this Agreement shall be agreed to in writing by Clients (which includes email with acknowledgement by recipient) and shall be billed to Clients by Photographer, with payment due upon receipt, and subject to a late fee of ten dollars (\$10.00) per day after seven (7) days from tendering the bill to Clients. All travel fees must be paid no later than thirty (30) days prior to the Wedding date.

**Expenses:** Reasonable expenses such as mailing, shipping, parking, toll road fees or other related fees must be reimbursed to Photographer and may be added to Clients' balance before or following the Wedding. Whenever possible, Photographer shall retain itemized receipts supporting all expenses incurred, and any request by Photographer for reimbursement of expenses shall be accompanied by such an itemized receipt (unless otherwise approved by Clients verbally or via email).

**Additional Services and Overtime:** The above-described Services are the only services and goods provided by Photographer under this Agreement. Any additional hours of photography not set forth in the section entitled "Description of Services," or additional products such as albums, prints, or additional CDs/discs may be added for an additional fee. Should Clients or Clients' authorized representative, such as a professional wedding coordinator, verbally authorize additional hours of photography on the day of the Wedding, payment for the additional hours shall be due on the day of the Wedding, at the rate of one hundred and seventy-five dollars (\$175.00) per hour, billed in increments of fifteen (15) minutes. No images or other deliverables shall be given to Clients until any outstanding balance is paid by Clients.

### **3. TERM**

This Agreement shall become effective as of the date that all Parties have executed the Agreement and the Retainer Fee is received by Photographer (herein the "Effective Date"), and unless otherwise terminated pursuant to the provisions of this Agreement, shall terminate automatically upon completion of the Services and payment of all Fees due to Photographer pursuant to the Agreement. The provisions of Sections 13, 14, 16, 17, 18 and 19 herein shall continue in full force and effect following the termination of this Agreement.

### **4. DELIVERY**

Photographer will provide Clients with the images within approximately one (1) months following the Wedding. Photographer will inform Clients if more time is needed to edit the images, and Clients agree that Photographer shall be entitled, within reason, to such additional editing time.

### **5. ALBUMS/BOOKS**

- a.** If an album/book is included in Clients' Description of Services or subsequently added after the signing of this Agreement, Clients must submit all album photograph selections to Photographer within two (2) weeks following Clients' receipt of the images.
- b.** Clients will be provided a digital proof of the album/book design for approval. One round of changes will be included; any additional changes requested by Clients for any reason shall be billed at the rate of seventy-five dollars (\$75.00) per hour.
- c.** Clients must have any album/book orders completed and approved for printing within six (6) months from the date of the delivery of the images, or additional fees shall be incurred.
- d.** Clients must sign off on the album/book design(s) and pay all balances due in full prior to the commencement of production/printing.

- e.** Failure by Clients to submit album photograph selections to Photographer within twelve (12) months from Clients' receipt of the images shall result in Clients' forfeiture of the right to select the photographs, and Photographer will design the album on Clients' behalf and submit to Clients for approval upon layout completion, and any changes requested by Clients shall be billed at the rate of seventy-five dollars (\$75.00) per hour. Should Clients fail to respond to Photographer's request for approval of the album layout within four (4) weeks of receipt, Photographer shall be entitled to proceed with the printing of the album and upon completion the album will be sent to the address provided by Clients in section 19(e) ("Notices") of this Agreement. There shall be no changes to the final printed album.
- f.** In the event that the style of album(s), book(s) or other product(s) purchased are no longer available from the supplier, an item of like quality and similar style may be substituted.
- g.** If a credit for products such as: albums, books, or prints is included in Clients' Description of Services or subsequently added after the signing of this Agreement those products will be subject to state and city sales tax.

## **6. ENGAGEMENT & BRIDAL PORTRAIT SESSIONS**

- a.** If Clients have purchased Engagement and/or Bridal Portrait Session photography services (as indicated herein in the Description of Services or subsequently added after the signing of this Agreement), Photographer must be provided with at least 30 days of advance notice prior to the desired Engagement or Bridal Portrait Session date when scheduling the session, and all dates/times are subject to Photographer's availability.
- b.** Engagement Sessions must take place within forty (40) miles of Windsor, Colorado, or additional travel fees will apply.
- c.** Should Clients wish to have albums and/or prints made from the Engagement and/or Bridal Portrait Session images to display at the Wedding, the relevant photography session must be scheduled no less than sixty (60) days from the date of the Wedding.
- d.** Any props or décor items are the sole responsibility of Clients.

## **7. CLIENT RESPONSIBILITIES & UNDERSTANDINGS**

- a.** Clients must provide Photographer with a final timeline of events for the Wedding day no less than seven (7) days prior to the date of the Wedding, and Clients must promptly inform Photographer of any additional timeline changes subsequently made.
- b.** Clients must keep Photographer apprised of any location changes or other pertinent changes relevant to Photographer's services. Time is of the essence in order to ensure that Photographer is able to perform its Services to the best of its abilities. Photographer must be informed of said changes by phone, with a follow-up email for confirmation. If an email is sent, confirmation of receipt is required in order to satisfy notification requirements.
- c.** Clients must promptly inform Photographer of any photography restrictions at the Wedding venue(s) as soon as Clients become aware of any such restrictions.
- d.** Clients must provide each member of Photographer's staff with a meal on the day of the Wedding, ideally served in conjunction with the Wedding guests' meal in the main reception room so as to ensure the best possible photographic coverage of the Wedding events. Clients understand that if no meal is provided for Photographer's staff, Photographer shall be entitled to leave the Wedding to locate and purchase a meal at Clients' expense, and Photographer shall not be responsible for any photographs missed during that time.
- e.** Clients understand and agree that Photographer shall not be answerable in any way to any person not a signatory to this Agreement, including but not limited to, Clients' parents and/or the bridal party.
- f.** Clients agree that in the event that Photographer's staff determines in their discretion that they have suffered any inappropriate behavior by Clients, Clients' family or Clients' Wedding guests which rises to the level of harassment, unwanted sexual advances or assault (physical or verbal) toward Photographer's staff, the following steps will be taken:

first offense: a verbal warning will be issued to Clients; second offense: the offending party will be required to leave the Wedding (unless offending party is either or both Clients, Clients' immediate family or Clients' bridal party, in which case a second verbal warning will be issued to Clients); third offense: Photographer will terminate Services and immediately leave the Wedding, and in such a situation, Clients expressly agree to release and hold Photographer and its agents, contractors and employees harmless from any and all liability as a result of any resulting incomplete Wedding photography services, and Clients agree that all payments tendered up to the point of termination shall be retained by Photographer.

## **8. EXCLUSIVITY AND PRIORITY**

Clients understand and agree that there shall be no other professional or official photographer used to cover the Wedding, and Photographer shall have the absolute priority over anyone else with a camera. Photographer shall not be responsible or liable in any way for photos missed due to interference by others with cameras, including the blocking of photo opportunities and a flash from other cameras during Photographer's shooting.

## **9. CANCELLATION; CHANGE OF HEART; DATE CHANGES**

In the unfortunate event that either Client individually or both Clients jointly decide to cancel or call off the Wedding for any reason, or should Clients have a change of heart for any reason with respect to Photographer's Services, Photographer must be notified by Clients in writing (as specified herein in paragraph 19(e) entitled "Notices") of Clients' termination of this Agreement due to cancellation of the Wedding or change of heart with respect to Photographer's Services and the following terms shall apply:

- Photographer shall be entitled to retain the non-refundable Retainer Fee identified in this Agreement as well as any other payments already made by Clients regardless of when the notification is received by Photographer.
- If the notice of termination is received by Photographer less than thirty (30) days prior to the date of the Wedding, Clients shall be responsible for the remaining balance of the total Fee, due to Photographer within five (5) business days of Photographer's receipt of the written notice of termination.

If Clients decide, for any reason, to postpone or change the date of the Wedding, official notice must be given to Photographer in writing (as specified herein in paragraph 19(e) entitled "Notices") and the following terms shall apply:

- The new date must be within four (4) months from the original Wedding date, and the decision whether to accommodate the new date is completely up to the discretion and availability of Photographer. An amended Agreement must be signed by the Parties to reflect the new date if accommodated by Photographer.
- If Clients select a date more than four (4) months from the original Wedding date and Photographer agrees to accommodate the new date, an amended Agreement must be signed by the Parties and Clients shall be responsible for payment of the difference in the Fee for Photographer's Services on the new date.
- If Photographer does not accommodate the new date, this Agreement shall terminate and Photographer shall be entitled to retain the non-refundable Retainer Fee identified in this Agreement regardless of when the written notice is given to Photographer, as well as any other payments made by Clients.
- If Photographer does not accommodate the new date and the written notice of postponement/date change is received by Photographer less than thirty (30) days prior to the original Wedding date, Clients shall be responsible for the remaining balance of the total Fee, due to Photographer within five (5) business days of Photographer's receipt of the written notice of postponement/date change.

The fees stated herein represent a reasonable estimate of the loss suffered by Photographer in the event of a termination of the Agreement due to the decreasing likelihood of rebooking Clients' Wedding date upon late notice, and are not intended to be a penalty.

#### **10. INCAPACITATION OF PHOTOGRAPHER**

If Clients' assigned photographer should become materially or physically incapacitated, prohibiting them from performing their services, such as due to serious illness, injury, death in the family, pregnancy or unexpected causes beyond the control of Photographer, Photographer will locate a replacement wedding photographer of similar quality and experience at no additional cost to Clients. In the unlikely event that Photographer is unable to secure a replacement, or should Clients reject the substitute photographer, Clients agree that Photographer's maximum responsibility and liability is limited to the return to Clients of all unearned sums paid to date by Clients.

#### **11. CREATIVE LICENSE, PHOTOGRAPH REQUESTS & COVERAGE**

Clients understand and agree that Photographer is being hired to provide an artistic service and that art is inherently subjective. Clients understand and agree that usable/acceptable images are defined as in-focus photographs, properly exposed so that you can see highlights and shadow detail, with believable flesh tones. Photographer reserves the creative license and right to edit and release only those photographs deemed as professional in quality and within Photographer's artistic standards. Should Clients provide a list of photograph requests, including, but not limited to, specific locations, subjects, special moments and detail shots, Clients understand and agree that weddings are dynamic, fast moving and often unpredictable, and therefore no specific photographs can be guaranteed and there shall be no refunds due to missed photographs and/or stylistic choices. It is Clients' responsibility (or Clients' designated representative, such as a professional wedding coordinator) to ensure that all persons to be photographed are available, on time and cooperative. Photographer is not responsible for compromised coverage or missed moments due to causes beyond Photographer's control such as: interference of individuals such as wedding guests, vendors and the public; weather conditions; schedule complications (including unreasonable and/or impossible wedding day timelines); delay in setup of decorations; existing backgrounds or lighting conditions; or other causes which may negatively impact or restrict the photography coverage.

#### **12. EDITING AND RETOUCHING**

Proof images (including online proofs, digital negatives and images on CDs/discs) may be edited by Photographer for color correction, contrast and tone but there will be no retouching or advanced correction applied to the proofs images. Images used for albums, custom books, custom prints and enlargements may go through an additional process of editing and correction techniques, subject to Photographer's unilateral discretion and artistic control. Any additional editing and retouching requested by Clients will require additional fees, with the fees set by Photographer based on the extent of the requested changes. Clients will be provided with an estimate prior to Photographer commencing the performance of additional editing.

Clients shall not make any adjustments to the images themselves, including but not limited to, changing colors/tones, adding textures and/or changing the image from color to black and white.

#### **13. COPYRIGHT**

Photographer shall retain ownership of the copyright to any photographs produced by Photographer pursuant to Federal Copyright Law, which states that copyright ownership of images rests with the creator. Any CDs/discs, digital files, prints and albums include a limited usage license granted to Clients subject to the following requirements:

- e. CDs/discs cannot be copied or reproduced in their entirety in any way.

- f. Clients may make copies, prints and other reproductions of the images for personal, non-commercial use.
- g. The digital files, prints and albums may be used by Clients for personal use only; personal use includes newspaper publication of wedding announcements. Clients may use the images on personal websites such as wedding websites and Facebook so long as a copyright notice appears near the images, stating that the images were created by Red Blossom Photography.
- h. Clients may not convey or sell this license or otherwise transfer the images or rights to any third party without the express prior written permission of Photographer. This includes publication of the images in magazines, newspapers, books, blogs or websites, whether or not compensation is received by Clients. Violations of Federal Copyright Law shall be subject to civil and criminal penalties.

#### **14. IMAGE FILES & TECHNOLOGY**

After release of the digital files to Clients via CD/disc, Photographer will no longer be responsible for the archiving and storing of any proofs and files in connection with Clients' Wedding, and Clients are fully responsible for the safe-keeping of all proofs, digital negatives, prints and albums. Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided, and it is Clients' responsibility to ensure that digital files are copied to new media as necessary. Clients acknowledge that products containing paper and inks may degrade over time, and hereby release Photographer from any liability or claims based upon such degradation.

#### **15. VENUE AND OFFICIANT RESTRICTIONS**

Photographer may be limited by the guidelines or rules of the ceremony officiant, ceremony venue and/or reception venue. Clients understand and agree that Photographer will abide by such guidelines or rules and that they are outside the control of Photographer. Negotiation with the venue(s) and/or officiant with respect to modifying the guidelines and restrictions is the sole responsibility of Clients or Clients' representative, such as a wedding coordinator. Clients agree to hold Photographer harmless for the impact such guidelines or rules may have on the finished product.

#### **16. IMAGE RELEASE**

Clients agree that Photographer may use images from the Wedding for display, advertising, website, blog and magazine submissions and any other means of promotion of Photographer's business, and Photographer has the right to alter the images. Clients waive any right to payment, royalties or any other consideration for the use of the images. Clients waive the right to inspect or approve the finished product, including written or electronic copy, wherein Clients' likeness appears. Photographer is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Clients, their heirs, representatives, executors, administrators, or any other persons acting on Clients behalf or on behalf of the Clients' estates have or may have by reason of this authorization.

#### **17. CONFIDENTIALITY**

Photographer owns, possesses or controls certain trade secrets and other proprietary and confidential information acquired through the expenditure of time, effort and money, including, but not limited to, planning documents, instructional documents, timelines, checklists and the terms of this Agreement, including pricing (herein "Confidential Information"). Clients agree to use all best efforts to protect Photographer's interest in the Confidential Information and keep it strictly confidential. This includes a covenant to not directly or indirectly disclose, allow access to, transmit or transfer the Confidential Information to any third party, including but not limited to online forums, without Photographer's prior written consent.

#### **18. LIMITATION OF LIABILITY; INDEMNIFICATION**

Clients agree that, to the fullest extent permitted by law, Photographer's total liability for any claims, breaches or damages by reason of any act or omission, including breach of contract or negligence, shall be limited to the amount of the Fees paid by Clients. In the unlikely event that images or data on media have been lost, stolen, or destroyed for any reason, Clients agree that the limit of Photographer's liability for a partial loss of original files shall be a prorated amount calculated based upon the percentage of original files lost in relation to the total number of original files. Clients understand and agree that an entire wedding or any portion thereof cannot and will not be replicated, reenacted or repeated for the purpose of a re-shoot. Clients agree that, to the fullest extent permitted by law, Photographer shall not be liable for any claims for emotional distress, mental anguish, punitive damages, consequential damages, lost profits, loss of enjoyment, lost revenues and/or replacement costs.

Clients agree to indemnify, defend and hold harmless Photographer and its employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to the actions of Clients and/or Clients' guests.

Clients understand and agree that these limitations reflect a fair allocation of risk and that Photographer would not enter into this Agreement without these indemnification requirements and limitations on its liability.

## **19. ADDITIONAL PROVISIONS**

- a. Force Majeure:** No Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected. Should the Wedding be cancelled, postponed or otherwise adversely impacted as a result of a *force majeure* event, there shall be no refunds for Retainer Fees and payments already received by Photographer, but Photographer will use all reasonable efforts to work with Clients to photograph the wedding at a later date if necessary, subject to Photographer's availability. Additional fees may be incurred as a result of weddings rescheduled due to a *force majeure* event.
- b. Entire Agreement:** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements whether oral or written concerning the subject matter of this Agreement.
- c. No Implied Waiver:** The failure of any Party to require strict compliance with the performance of any obligations and/or conditions of this Agreement shall not be deemed a waiver of that Party's right to require strict compliance in the future, or construed as consent to any breach of the terms of this Agreement.
- d. Modifications:** Any modification or amendment to this Agreement requires the mutual consent of the Parties, and must be made in writing and signed by all Parties. The Parties may modify or amend this Agreement by way of email, so long as all Parties provide proper acknowledgment of receipt of the email and indicate their acceptance of the revised terms of the Agreement by way of an electronic signature in the following form: "/s/ Party Name." Email modifications shall not become binding until all Parties have complied with these requirements.
- e. Notices.** Any notice or official communication provided for in this Agreement (such as notices of termination of the Agreement due to cancellation of the Wedding or Clients' change of heart regarding Photographer's Services, or notices of postponement or date

change) shall be in writing and shall be delivered in person or by registered/certified U.S mail or tracked shipping (via UPS, Federal Express or other major carrier), and said notice shall be effective upon actual receipt by the other Party or within seventy-two (72) hours of placement in the mail or shipping, whichever is sooner. Notices shall be sent to the Parties at the following addresses:

If to Photographer: Red Blossom Photography 1355 Redwood Drive Windsor, CO 80550	If to Clients: Caitlin Valentine 519 S Meldrum St Fort Collins, CO 80526
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- f. Controlling Law; Jurisdiction:** The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Colorado, and the Parties expressly agree that any dispute requiring resolution by a court shall be subject to the exclusive venue and jurisdiction of the state and federal courts located in Weld County, Colorado.
- g. Dispute Resolution:** Any dispute or claim arising under or in any way related to this Agreement, with the exception of recovery by Photographer of any unpaid fees from Clients (which may be recovered or collected by Photographer via collections, small claims court, or any legal remedy available to Photographer), shall be submitted to neutral, non-binding mediation prior to the commencement of arbitration or any other proceeding before a trier of fact. The Parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator in Weld County, Colorado. All Parties to the mediation shall share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by all Parties. Should mediation be unsuccessful in resolving the dispute, any dispute or claim arising under or in any way related to this Agreement, with the exception of the recovery by Photographer of any unpaid fees from Clients and any disputes within small claims court jurisdiction, shall be submitted to binding arbitration. The Parties shall select a single arbitrator, and the arbitration shall take place in Weld County, Colorado. The arbitrator's decision shall be binding on the Parties and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The prevailing Party in any arbitration, trial or other proceeding related to claims and disputes arising out of this Agreement shall be awarded all filing fees, related administrative costs and reasonable attorneys' fees. Administrative and other costs of enforcing an arbitration award or judgment, including the costs of subpoenas, depositions, transcripts, witness fees, payment of reasonable attorneys' fees, and similar costs, will be due to the prevailing Party.
- h. Counterparts; Signatures:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which collectively shall constitute one Agreement. Use of fax, email and electronic signatures shall have the same force and effect as an original signature.
- i. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- j. Assignability and Parties of Interest:** Nothing in this Agreement, express or implied, will confer upon any person or entity not a Party to this Agreement, or the legal representatives of such



person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of this Agreement, except as expressly provided in this Agreement.

- k. **Headings:** The headings contained in this Agreement are strictly for convenience, and shall not be used to construe meaning or intent.

**THE PARTIES UNDERSTAND AND EXPRESSLY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE.**

**Clients:**

Caitlin Valentine Printed): \_\_\_\_\_

\_\_\_\_\_  
Caitlin Valentine Signature

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

Client Name (Printed): \_\_\_\_\_

\_\_\_\_\_  
Client Signature

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

**Red Blossom Photography:**

\_\_\_\_\_  
By: Megan Cline Partner

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

\_\_\_\_\_  
By: Julie Sperling Partner

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

**Client Contact Information:**

Phone Numbers: Caitlin Valentine \_\_\_\_\_

Mailing Address(es): Caitlin Valentine

519 S Meldrum St  
Fort Collins, CO 80526

Email Addresses: caitvalent@gmail.com