

JOSE FLORES PHOTOGRAPHER

www.josefloresfotografo.com

TODAY'S DATE (m/d/y):	WEDDING DATE: (check availability m/d/y):
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I. BRIDE'S INFORMATION:

NAME	LAST NAME	E-MAIL	
HOME STREET ADDRESS/P.O. BOX			
HOME STREET ADDRESS/P.O. BOX			
CITY	PROVINCE/STATE	POSTAL CODE/ZIP CODE	
HOME PHONE	WORK PHONE	MOBILE PHONE	EMERGENCY PHONE

II. GROOM'S INFORMATION:

NAME	LAST NAME	E-MAIL	
HOME STREET ADDRESS/P.O. BOX			
HOME STREET ADDRESS/P.O. BOX			
CITY	PROVINCE/STATE	POSTAL CODE/ZIP CODE	
HOME PHONE	WORK PHONE	MOBILE PHONE	EMERGENCY PHONE

III. WEDDING DAY (CEREMONY):

WHERE WILL THE CEREMONY TAKE PLACE? (FACILITY NAME)		WEDDING DATE
HOME STREET ADDRESS/P.O. BOX		CEREMONY TIME <input type="radio"/> AM <input type="radio"/> PM
HOME STREET ADDRESS/P.O. BOX		WHAT TIME SHOULD THE PHOTOGRAPHER ARRIVE? <input type="radio"/> AM <input type="radio"/> PM
CITY	PROVINCE/STATE	POSTAL CODE/ZIP CODE
PHONE	FAX	NUMBER OF GUESTS ATTENDING:
NAME OF THE PERSON PRESIDING (PRIEST, MINISTER, RABBI, ETC.)		PHONE # OF THE PERSON PRESIDING (PRIEST, MINISTER, RABBI, ETC.) IF AVAILABLE:

IV. THE RECEPTION: SAME AS CEREMONY

WHERE WILL THE RECEPTION TAKE PLACE? (FACILITY NAME)		RECEPTION TIME <input type="radio"/> AM <input type="radio"/> PM
HOME STREET ADDRESS/P.O. BOX		
HOME STREET ADDRESS/P.O. BOX		
CITY	PROVINCE/STATE	POSTAL CODE/ZIP CODE
HOME PHONE	FAX	

V. WEDDING COUPLE'S ADDRESS AND PHONE NUMBER AFTER WEDDING: SAME AS ABOVE

HOME STREET ADDRESS/P.O. BOX			
HOME STREET ADDRESS/P.O. BOX			
CITY		PROVINCE/STATE	POSTAL CODE/ZIP CODE
HOME PHONE	WORK PHONE	MOBILE PHONE	EMERGENCY PHONE
NEW ADDRESS EFFECTIVE ON (M/D/Y)		GOING HONEYMOON? RETURN DATE (M/D/Y)	

VI. PARTY OR PARTIES ENTERING THIS CONTRACT ("THE CLIENT"):

Bride (info above) Groom (info above) Bride & Groom (info above) Other (info here below)

NAME		LAST NAME	RELATIONSHIP TO BRIDE AND/OR GROOM
HOME STREET ADDRESS/P.O. BOX			
HOME STREET ADDRESS/P.O. BOX			
CITY		PROVINCE/STATE	POSTAL CODE/ZIP CODE
HOME PHONE	WORK PHONE	MOBILE PHONE	E-MAIL

VII. COORDINATING EFFORTS:

In order to best coordinate the efforts of all parties involved in making your wedding day the special event it deserves to be, please provide the following information if applicable or necessary:

WEDDING COORDINATOR PHONE #	MASTER OF CEREMONY PHONE #
MAID OF HONOR PHONE #	BEST MAN PHONE #
BRIDE'S PARENT PHONE #	GROOM'S PARENT PHONE #

VIII. GETTING READY: (Does not apply)

PRE-WEDDING PHOTOGRAPHS HAS ADDITIONAL CHARGES? <input type="radio"/> YES <input type="radio"/> NO	IF YES, PLACE AMOUNT \$
NAME, ADDRESS, & TIME OF PLACE WHERE WILL THE BRIDE PREPARE	WHAT TIME SHOULD THE PHOTOGRAPH ARRIVE? <input type="radio"/> AM <input type="radio"/> PM
NAME, ADDRESS, & TIME OF PLACE WHERE WILL THE GROOM PREPARE	WHAT TIME SHOULD THE PHOTOGRAPH ARRIVE? <input type="radio"/> AM <input type="radio"/> PM

IX. KEY PEOPLE : (Does not apply)

In order to ensure no photographs of key people attending the engagement are omitted, please mention them below:

1.	5.
2.	6.
3.	7.
4.	8.

X. SPECIAL REQUESTS OR MODIFICATIONS IN THIS CONTRACT (if any): (Does not apply)

T E R M S O F S E R V I C E

1. **CONTRACT:** This Contract incorporates the entire understanding of the parties. It supersedes all prior and simultaneous agreements between the parties. Any modifications to this contract must be in writing and signed by both parties (see part X).
2. **COPYRIGHT:** This constitutes an order for wedding photography. The parties entering this contract (or "THE CLIENT") grants Jose Flores (or "THE PHOTOGRAPHER") the irrevocable and unrestricted right to copyright, use and publish photographs of THE CLIENT and all guests, for commercial, editorial, promotion, booths, trade, advertising, educational, books, text books, display & online competition or other purposes in any manner and medium without compensation or liability to THE CLIENT. It is illegal to copy or reproduce the photographs, digital files or any CD without the photographer's permission, and violators of this Federal Copyright Law (all rights reserved) will be subject to its civil and criminal penalties. THE PHOTOGRAPHER grants THE CLIENT permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to THE PHOTOGRAPHER.
3. **RESERVATION:** A signed contract and retainer fee are required to reserve the specified coverage. THE PHOTOGRAPHER is not compromise until he receive the payment in advance (see #6).
4. **PRE-EVENT CONSULTATION:** The parties agree to a pre-event consultation before the event date in order to finalize the actual shooting times, locations, albums, etc. and deliver THE CLIENT'S request list (in writing) for specific photographs to THE PHOTOGRAPHER. THE CLIENT agrees that they choose the photographer for his reputation, good work, style and album design that fulfill their needs and tastes. The photographer is the responsible to create the correct and best design for the album. THE CLIENT acknowledges that the photographer is the expert in the album design.
5. **RELEASE:** Although extreme care will be taken with the digital photographs taken at the wedding, the photographer limits any liability for loss, damage or failure to deliver pictures for any reason to the return of all deposits made less expenses.
6. **PAYMENT IN ADVANCE:** Payment in advance is considered part of the payment. The payment in advance is just **\$800** for any offer price and is due at signing of this contract. The remaining balance is payable in full within one day of wedding date if THE CLIENT pays in cash. If THE CLIENT pays by check, the balance will be due within two weeks of wedding date (we need to clear all checks within a reasonable time). The payment in advance is not refunded. Additional photographs and albums may be purchased previous to or after the wedding. In the event THE CLIENT fails to remit payment as specified, THE PHOTOGRAPHER shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the event(s). Returned checks will be assessed a \$25.00 non-sufficient funds fee.
7. **PAYMENTS:** THE CLIENT agrees to timely payment (see #6 above).
8. **PRICING:** Services, merchandise or offers not included in this initial contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice.
9. **TRAVEL EXPENSES INCURRED:** When applicable, THE CLIENT is responsible for all travel, accommodation, meal(s), parking tickets and transport costs if any, unless provided by THE CLIENT.
10. **SHIPPING COSTS:** Any special shipping and handling costs will be paid for by THE CLIENT (example: any album/\$85.00 within continental USA. More albums or enlargements increase the shipping costs). That includes: shipping, handling, insurance and tracking number for the best service.
11. **CANCELLATIONS:** If after a contract is signed THE CLIENT cancels the wedding date, then the contract is cancelled and the payment in advance is **NOT REFUNDED**. If after a contract is signed THE CLIENT changes, rescheduled or postponed the wedding date there will be no charge to move to the new date if there is no scheduling conflict. If, however, another person has already secured that same day or THE PHOTOGRAPHER is not available for other reasons, then the contract is cancelled, the payment in advance is not refunded and the CLIENT shall also be responsible for payment for any of THE PHOTOGRAPHER'S materials charges incurred up to time of cancellation.
12. **EXCLUSIVITY:** It is understood that Jose Flores is the official photographer for the wedding and does control photographs taken by others, professional or amateur. All other photography or photographers will be limited to before and after the wedding ceremony unless otherwise agreed upon in advance (A critical photograph can be obstructed by a guest trying to get the shot). Please tell "uncle Bob" to put down his camera when THE PHOTOGRAPHER is working. THE PHOTOGRAPHER reserves the right to limit access of other photographers, amateur or otherwise.
13. **COMPLETION SCHEDULE:** The processing of the PICTURES after event depends on volume of work of THE PHOTOGRAPHER. Album order, creation, scanning of photographs and any extra requests, enlargements, or other items produced under the assignment may take longer due to outside firms processing times.
14. **EXCESSIVE DELAY:** THE PHOTOGRAPHER is committed to informing THE CLIENT about the availability of the proofing (sample) photos, so that THE CLIENT can make their photo selection according to the agreement or offer selected. Once THE PHOTOGRAPHER will show THE CLIENT the proofing (sample) photos using the Internet, computer or any media, THE CLIENT will have up to one year (365 days) to select the required photos according to

the agreement or offer selected (from the date of proofing notification). If THE CLIENT is delayed by more than 365 days to select their photos, THE CLIENT will pay a charge for *excessive delay* of three hundred dollars (\$300). THE CLIENT will pay a charge for *excessive delay* of one hundred and fifty dollars (\$150) extras for each additional year of delay after the first *excessive delay charge*. The completion of the work shall be subject to the time and availability of THE PHOTOGRAPHER. If THE CLIENT refuses or does not agree to pay this charge, the photographer will have no obligation to finish and/or deliver the work to THE CLIENT and any payment made to THE PHOTOGRAPHER is not refundable.

15. **KEY PEOPLE AND COOPERATION:** The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. THE PHOTOGRAPHER is not responsible if key people failure to appear or cooperate during photography sessions or for missed images due to details not revealed to THE PHOTOGRAPHER. THE PHOTOGRAPHER recommends that THE CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer (see IX above) during the wedding that they wish to have photographed. The photographer will not be held accountable for not photographing desired people from the list if there is no one to assist in identifying people or gathering people for photograph(s), or the desired people are off doing errands, projects, or other tasks which preclude them from being found and available to be included in photographs.
16. **SHOOTING TIME / ADDITIONS:** The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties. THE CLIENT and THE PHOTOGRAPHER agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.
17. **TIME:** The bride and or groom agree to allocate 3 minutes per requested individual or group photo as a time guide. At least 30 minutes of time must also be planned after the wedding ceremony to gather people for photographs that could not be obtained during or before the wedding. If the bride's or groom's late arrival, or other people, prevents all the desired images from being taken the photographer shall not be held liable for lack of time to take desired photographs.
18. **HOUSE RULES:** The photographer is limited by the guidelines of ceremony official or reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is CLIENT'S responsibility; THE PHOTOGRAPHER will offer technical recommendations only.
19. **PERMITS:** THE CLIENT is responsible for acquiring all permits and necessary permission for all locations on which THE PHOTOGRAPHER will be performing services.
20. **QUANTITY OF IMAGES TAKEN AND TAKING OF SIMILIAR IMAGES:** In order to ensure that the pictures desired by the couple is recorded and preserved for them, and to lessen the possibility of equipment or photographer error, there are some poses and group shots that will be taken multiple times and or with multiple cameras. This is done to ensure that if a person blinks, distractions in the background which are not initially seen, hair, clothes or equipment (camera, flash, or some other item) fails to work as expected another image using the same or different camera has also recorded a similar image onto memory card. This means that there will be multiple similar images delivered to THE CLIENT, but the determination of images delivered to THE CLIENT is left to the discretion of THE PHOTOGRAPHER.
21. **LIMIT OF LIABILITY:** In the unlikely event that the photographer is injured or becomes too ill to photograph the event, THE PHOTOGRAPHER will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. THE PHOTOGRAPHER takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event those photographs have been lost, stolen, corrupt files, deleted or destroyed for reasons within or beyond THE PHOTOGRAPHER'S control, THE PHOTOGRAPHER liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.
22. **SAFETY:** THE PHOTOGRAPHER reserves to right to terminate coverage and leave the location of the event(s) if THE PHOTOGRAPHER experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the event(s); or in the event that the safety of THE PHOTOGRAPHER and their staff is in question.
23. **EVENT SCHEDULE:** THE CLIENT agrees to confirm the schedule one-week prior to the event(s). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from THE PHOTOGRAPHER by THE CLIENT.
24. **ENTIRE AGREEMENT:** This agreement contains the entire understanding between THE PHOTOGRAPHER and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties (see X above). If the parties want to waive one provision of this agreement, which does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

I/We Accept (By your acceptance, you agree to be bound by the terms of this contract.)

R E C E I P T

TODAY'S DATE	CLIENT NAME	CLIENT NAME
RECEIVED FROM		CLIENT SIGNATURE
THE AMMOUNT OF	DOLLARS \$	
FOR PAYMENT OF SERVICE OR OFFER NAME: ALBUM: <input type="radio"/> CRYSTAL ALBUM <input type="radio"/> ITALIAN OFFER#: <input type="radio"/> DIGITAL COVERAGE (CD) <input type="radio"/> ENGAGEMENT SESSION		BRIDE SIGNATURE
NOTES (if any):		
AMOUNT DUE	\$	GROOM SIGNATURE
SHIPPING* (<input type="radio"/> Does not apply)	\$	
AMOUNT PAID	\$	
BALANCE	\$	PHOTOGRAPHER SIGNATURE (Jose Flores)
CASH <input type="radio"/>	MONEY ORDER <input type="radio"/> MO#	
PAYPAL <input type="radio"/>	CHECK <input type="radio"/> CHK#	
OTHER <input type="radio"/>		
Do not fill this part until the date of delivery		
I received the selected offer from the photographer and certified with my signature (below) that the offer was delivered in perfect conditions. Therefore, the photographer has no longer any responsibility with me (us).		
Fecha:	Dia:	Hora:
Nombre:	Firma:	

*See terms of service #10

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