



Undying Xpressionz

Mario Prezzy

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www.undyingxpressionz.com

Client Name(s): _____

Wedding Date: _____

Wedding/Reception Location: _____

Services to be provided by Mario Prezzy/Undying Xpressionz:

Photograph wedding and reception, formal and informal poses; display images on website;

Provide a CD of all digital images and an album of Wedding Package of Choice.

Fee: \$XXXX, plus 6.0% sales tax = \$YYYY

- 1. ENTIRE AGREEMENT:** This agreement contains the entire understanding between Mario Prezzy /Undying Xpressionz and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.
- 2. CLIENT affirms that CLIENT is at least 18 years old and has the capacity to enter into a contract with Mario Prezzy/Undying Xpressionz.**
- 3. RESERVATION:** Upon your signature Mario Prezzy/Undying Xpressionz will reserve the time and Date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of \$400 is non-refundable, even if the date is changed or the wedding cancelled for any reason, including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is

applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is **DUE A WEEK PRIOR TO THE EVENT.**

- 4. FINAL IMAGE DELIVERY:** After the wedding Mario Prezzy/Undying Xpressionz will provide THE CLIENT with website that will display all film and digital images. In addition, a CD of all digital photographs will be prepared and provided to THE CLIENT. This CD will contain all digital photographs taken at the event. Finally, an album containing all film images will be provided to THE CLIENT. THE CLIENT should as soon as possible provide Mario Prezzy/Undying Xpressionz with a list of desired images to be printed, enlarged and/or digitally manipulated (corresponding to the amount of prints agreed upon in this contract, but a minimum of ten). The list should specify which images should be in color, black and white or sepia. Printing of photographs cannot commence prior to Mario Prezzy/Undying Xpressionz Photo's receipt of this list.

CANCELLATION: In the event that THE CLIENT cancels the wedding photography services outlined in this contract before the wedding ceremony takes place, THE CLIENT agrees to pay Mario Prezzy/Undying Xpressionz liquidated damages equivalent to the Reservation Deposit. Mario Prezzy/Undying Xpressionz agrees to refund all additional paid money, if any, (less expenditures for which receipts will be provided) to THE CLIENT.

- 5. PRE-EVENT CONSULTATION:** It is strongly recommended that THE CLIENT schedule a pre-event consultation before the wedding date to finalize the actual shooting times and locations.
- 6. EVENT GUIDE: THE CLIENT** will be responsible for designating an "EVENT GUIDE." The role of the EVENT GUIDE is to identify people/objects of whom/which specific photographs are desired, as well as to make certain that these subjects are available when needed. It is recommended that THE CLIENT develop a list of desired poses, locations, and subjects (family and friends) and share this with the EVENT GUIDE well before the wedding. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).
- 7. COOPERATION:** The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Mario Prezzy/Undying Xpressionz is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to Mario Prezzy/Undying Xpressionz. Photo recommends that THE CLIENT designate an "event guide" (see PRE-EVENT CONSULTATION above) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

- 8. HOUSE RULES:** The photographer is limited by the guidelines of the ceremony officiant or the 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 THE CLIENT'S responsibility; Mario Prezzy/Undying Xpressionz will offer technical recommendations only.
- 9. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS:** The photographs, digital negatives or prints produced by Mario Prezzy/Undying Xpressionz are protected by U.S. Copyright Law (all rights reserved) and may not be reproduced in any manner without Mario Prezzy/Undying Xpressionz's explicit written permission. Upon final payment by THE CLIENT, limited copyright ownership of the resulting images will be transferred to THE CLIENT under the following conditions:
- a. The negatives and/or slides are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.*
 - b. THE CLIENT must obtain written permission from, and compensate Mario/Prezzy/Undying Xpressionz to prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.*
 - c. Images may be used on personal web sites as long as a copyright notice appears near the images stating that they were taken by Mario Prezzy/Undying Xpressionz as well as a web link to www.undyingxpressionz.com is placed onto the web site.*
- 10. MODEL RELEASE:** THE CLIENT hereby assigns and grants Mario Prezzy/Undying Xpressionz and its legal representatives the irrevocable and unrestricted right to use and publish photographs of THE CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases Mario Prezzy/Undying Xpressionz and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Mario Prezzy/Undying Xpressionz may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by Mario Prezzy/Undying Xpressionz.
- 11. EXCLUSIVITY / GUEST PHOTOGRAPHY:** It is understood that Mario Prezzy/Undying Xpressionz will act as the sole and exclusive wedding photographer. Mario Prezzy/Undying Xpressionz reserves the right to bring one assistant at his discretion. *Since flashes from guests' cameras*

may ruin shots taken by Mario Prezzy/Undying Xpressionz, THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographer is in session. The formal photography time is for the exclusive use of Mario Prezzy/ Undying Xpressionz, to capture the formal wedding portraits. Due to time constraints and the need for subjects to pay full attention to the professional photographer, **guest photography is requested to be done at a separate time.**

- 12. COMPLETION SCHEDULE:** The printing process can only start once Mario Prezzy/Undying Xpressionz receives the order list for the required images. Digital processing takes approximately two weeks. Creation of a wedding album takes THREE to SIX weeks, enlargements one to two weeks or possibly longer when laboratory and bindery schedules are heavy.
- 13. PAYMENTS:** THE CLIENT agrees that \$400 reservation deposit is required at the time of contract acceptance and 100% of the remaining balance is due on THE CLIENTS' receipt of the Final Images.
- 14. FINAL DELIVERY:** Mario Prezzy/Undying Xpressionz will deliver the prints and any additional material once printing is completed. Mario Prezzy/Undying Xpressionz will also deliver a CD with the digital images taken during your wedding and reception.
- 15. METHOD OF PAYMENT:** Payment may be made by:
 - A. cash,
 - B. check (written to Mario Prezzy)

There is a \$50 charge on payments returned for any reason.

- 16. LIMIT OF LIABILITY:** Mario Prezzy/Undying Xpressionz warrants and declares that every effort will be made to provide high quality photographic services. In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Mario Prezzy/ Undying Xpressionz will make every effort to secure a replacement photographer able and/or

willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a 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. Mario Prezzy/Undying Xpressionz takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional-grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond Mario Prezzy/Undying Xpressionz's control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. 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.

17. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, Mario Prezzy/Undying Xpressionz cannot place an unconditional guarantee on the above. Mario Prezzy/Undying Xpressionz will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of Mario Prezzy/Undying Xpressionz's control.

18. PERFORMANCE: The performance of this contract on behalf of Mario Prezzy/Undying Xpressionz shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

19. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

20. AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and Mario Prezzy/Undying Xpressionz at the time of acceptance of this contract shall be recognized as amendments to this contract.

21. REPRINT ORDERS: Reprints of photos (or additional prints of photos not included in the package) may be ordered at the following rates. Paper surface may be glossy, matte or luster; printing on canvas may be performed for additional fees (please request a quote).

· Jumbo Print, 16"x20": \$40.00

· 5" X 7" Print: \$5.00

· 8" X 10" Print: \$10.00

· 11" X 14" Print: \$30.00

· Additional CD of digital images: \$20.00

· Additional Overtime: \$75.00/hour

Please note that these prices and options are subject to change without any prior notice.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed _____ Date _____

(CLIENT RESPONSIBLE FOR PAYMENT)

Signed _____ Date _____

(on behalf of Mario Prezzy/Undying Xpressionz)

