

Unique Touch Photography

507-254-0462 Uniquetouch22@yahoo.com, www.UniqueTouchPhotography.com

CONTRACT SERVICE AGREEMENT FOR _____

Bride/Grooms names (Client)

Date of Wedding (Event)

Phone

Address

Client E-mail Address

Unique Touch Photography agrees to provide the following products and services (2011 Contract):

Upon receipt of the agreed 25% booking fee (\$550.00) and remaining balance (\$1804.00), Unique Touch Photography agrees to photograph the event including:

- Pre-ceremony Coverage
- Ceremony Coverage
- Pre or Post-Ceremony On-Location Coverage
- Reception Coverage (thru 3rd dance)
- 150 4x6 photos (or \$100 re-print credit, or \$100 credit towards any album or album package)
- 3 High resolution CD's or one DVD of all final images
- On-line event hosting
- Slideshow
- All final images copyright released to client

Client Agrees to:

- Provide a list of any special request pictures that need to be taken.
- Have subjects needing to be photographed ready for pictures at the agreed upon time.
- Pay Unique Touch Photography a non-refundable booking fee of \$550.00 with the remaining balance of \$1804.00 (includes MN & Rochester sales tax of 7%) due 7 calendar days prior to wedding date.

Cancellation Policy:

- Understand the cancellation policy; that the 25% booking fee is non-refundable. *In the event of the wedding date being cancelled or changed, or client chooses to cancel contract or change wedding event location:* Equal to or greater than 12 months notice before the wedding date = \$0.00 due on the remaining balance. Equal to or greater than 6 months notice before the wedding date = 25% due on balance of \$1804.00 (\$451.00). Equal to or greater than 3 months notice before the wedding date = 50% due on balance of \$1804.00 (\$902.00). Less than 3 months notice of wedding cancellation or date change or contract cancellation or location change, equals full payment due of remaining balance of \$1804.00.
- If the event location is changed, the new event location must be within 30 miles of the previous event location. If it is greater than 30 miles, than the event is subject to the cancellation policy.
- Understand that if any balance due on the remaining balance is not paid at least 7 days before the event, the event becomes automatically cancelled and any monies received from client would be non-refundable.
- Any notifications of cancellation, date change, or event location change must be made via registered mail, in writing to: Unique Touch Photography, 3841 9th Ave. SW, Rochester, MN 55902.

Arbitration:

- Any controversies arising out of the terms of this Contract or its interpretation shall be settled in Rochester, Minnesota in accordance with the generally accepted rules of arbitration, and the judgment upon award may be entered in any court having jurisdiction thereof. In the event that a court hearing is deemed necessary, client agrees to have disagreement settled in Olmsted County Court, MN.

Limitation of liability:

- If the photographer cannot perform this Contract due to fire or other casualty, or any other cause beyond the control of the photographer, or due to the photographer's illness or emergency, or if images are lost through camera malfunction or computer malfunction, or otherwise lost or damaged without fault on the part of the photographer, or in the event the photographer fails to perform for any other reason, as well as, *under any and all circumstances, Unique Touch Photography shall only be liable for up to 100% of the wedding photography services fee (\$2,354.00).*

House Rules:

- The photographer is limited by the guidelines of the ceremony official or reception site management. 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; Photographer will offer technical recommendations only.
- Photographer is the sole professional photographer allowed to photograph the event. Amateur photographers may take photos during the event if they do not interfere with the contracted photographer and only after the contracted photographer has finished taking the contracted or posed photographs.
- Please Reserve a seating area at the reception for the Photographer with views to the head table. Photographer may have an assistant therefore two seats are recommended.

Meals:

- Client agrees to provide a meal at the reception for the photographers. The meal shall be the normal meal that all wedding reception guests receive. Vendor meals shall not be a substitute.

Copyright:

- Unique Touch Photography shall own the copyrights for the photos created and shall have the exclusive right to make copies of them. This includes engagement photos. The photographs may be used for advertising, display or any purpose within reason for the photographer. As part of the wedding package, the client and Unique Touch Photography shall share the copyright to the images. The client will receive all final images on a CD or DVD and the client may reproduce (print) the images wherever they wish, and may also electronically post the images wherever they wish. Client allows Unique Touch Photography to use any photos taken for self promotion purposes.
- Photographer grants Client the right to make unlimited enlargements and reprints for personal use but not for any commercial purposes. Client cannot sell images for stock photography or any other commercial applications.

Non-sufficient Funds:

- In the event that the clients check or credit card does not clear the bank, the clients are responsible for full monetary compensation of fees owed from photographer to their bank and amount owed by client to photographer. There is also a \$100.00 compensation fee for any dishonored checks or credit card transactions.

Photographer:

- The Photographer for the event shall be either Shem or Joy Horsley. Photographer may substitute another photographer to take the photographs in the event of photographer's illness, personal emergency, family emergencies, or scheduling conflicts beyond the control of the Photographer. In the event of such substitution, photographer warrants that the photographer taking the photographs shall be a competent professional and made available at no extra charge.

Miscellaneous:

- Notify Unique Touch Photography within 10 days of receipt of any services or products of any defects. Failure to make said notification shall be deemed a waiver.
- Mileage charge of .50 cents per mile plus \$50 travel fee for weddings more than 25 miles from the companies address. \$100 travel fee for weddings more than 50 miles from the companies address and .50 cents per mile traveled. Client also agrees to pay for any parking fees that photographer may be assessed (parking garages, event parking, valet parking and the like)
- Engagement Session Indoors or Engagement Session Outdoors (Optional photo session: \$125.00/ 45 Minutes.)

Signatures:

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

Bride: **X** _____ **Date** _____
 Groom: **X** _____ **Date** _____

Checks can be made payable to Unique Touch Enterprises, Inc. Mail to: Unique Touch Photography: 3841 9th Ave. SW, Rochester, MN 55902. Unique Touch Photography: Owned and operated by Unique Touch Enterprises Inc. Unique Touch Enterprises, Inc. d/b/a Unique Touch Photography

For office use only:

Credit Card # if applicable: _____ Exp: _____

Credit Card confirmation numbers and date processed if applicable _____

Check# and copy attached if applicable _____

Q _____

E _____

Notes: _____

