



CONTRACT FOR SERVICES

CLIENT: _____

PHONE (Cell): _____ (Daytime): _____ (Evening): _____

ADDRESS: _____ CITY: _____ STATE/ZIP: _____

DATE OF EVENT: _____ LOCATION OF EVENT: _____

PLEASE CIRCLE TYPE OF EVENT: Wedding Engagement Session Other: _____

CHOOSE OPTIONS AND ADD TO TOTAL COST	
<u>WEDDING PHOTOGRAPHER PACKAGE</u> Your wedding package includes up to 10 hours of coverage, your professional wedding photographer, online planning system, digital hi-res images, digital downloads, online gallery for sharing.	<input type="checkbox"/> Up to 10 hours \$ 2,450.00
SECOND PHOTOGRAPHER A second photographer results in more view points and angles of your ceremony and reception - best for larger events of 200 guests or more.	<input type="checkbox"/> \$ 600.00
ENGAGEMENT SESSION An engagement session is a one hour/one location photo shoot done prior to your wedding. Use your photos for invitations and/or to showcase at your reception.	<input type="checkbox"/> \$ 350.00
EXTRA HOUR When you want to capture those extra special moments, you may need us longer than the standard 10 hours. You can add up to 2 extra hours.	<input type="checkbox"/> 1 hr \$ 325.00 -or- <input type="checkbox"/> 2 hr \$ 650.00
OFF-PEAK DISCOUNT - Fridays, Sundays, and December thru April	<input type="checkbox"/> (\$ 450.00)
BRIDAL EXPO/PROMOTIONAL DISCOUNT	<input type="checkbox"/> (\$ 450.00)
I PREFER TO PAY WITH MY CREDIT CARD (3% Convenience Fee)	<input type="checkbox"/>
ONLY ONE DISCOUNT/PROMOTION PER CUSTOMER	1 Discount Per Customer
FILL IN TOTAL COST	

Payment Methods: We accept Chase QuickPay, Cash, Checks, Visa, MasterCard, and Discover (3% convenience fee for all credit cards). For Chase QuickPay use email hello@musicbydesign.com inside your Chase QuickPay account. I agree that late payments are subject to a \$50 fee.

☐ \$ _____ Total cost is enclosed or has been already been paid. My balance due is \$0.

☐ \$1000 non-refundable deposit is enclosed or has already been paid.
I agree to pay my balance due 14 days before my event. **Balance Due** \$ _____

Terms and Conditions

The bride and/or groom (hereafter Client) hereby agrees that MBD Photography (hereafter collectively and individually called Studio) will photograph said wedding date and shall be the exclusive stills/print photographer retained to provide the photography at the above described event. It is further agreed that still/print photography, in any form or manner, by another contracted, paid or compensated individual or business entity, shall be prohibited and shall be deemed a breach of this contract. Any such breach of contract will release Studio from any further responsibility under this Agreement, and any monies paid by Client will be retained by Studio as liquidated damages. Notwithstanding, capturing, selling, and/or reproduction of still/print photography from the aforementioned event by any vendors on behalf of Client is strictly forbidden and shall be deemed a breach of this contract. It is agreed that any such breach of contract will release Studio from further responsibility under this Agreement, and monies paid by Client will be retained by Studio as liquidated damages.

The liability of Studio in connection with any errors or omissions in the performance or failure to provide services as a result of severe or unforeseeable circumstances shall be limited to the amount paid by the Client. Client assumes complete liability for all claims of personal injury or property damage resulting from the event noted herein and holds Studio harmless in all such cases. Client also agrees to be fully responsible for loss or damage (including weather damage) to equipment used to provide services noted herein while said equipment is situated on property owned or controlled by Client, excluding damages caused by an agent of Studio. All agents of Studio reserve the right to stop service in the event a Client's guest becomes hostile in any manner.

Food

Meals for all Studio photographers and all assistants shall be provided by the couple at the event.

Permits, Location Fees and Expenses

Client will be responsible for obtaining any and all permits and/or paying any fees or commissions required by any venue, person or location being utilized for the wedding or any sessions included herein this contract. This will include, but not limited to houses of worship, parks, reception venues or event coordinators. Any additional expenses beyond what is outlined in the previous paragraphs and specifics of this contract, including, but not limited to, travel, lodging, admittance and parking fees, will be the responsibility of the Client.

Emergencies

Serious injuries or death of any of the signing parties to this agreement or an immediate family member will cause this agreement to be void, with documentation from physician, funeral director, etc. In the event of photographer's sudden illness preventing appearance or performing contract, Client agree to allow Studio to transfer this contract to another photographer or allow Client to contract with another photographer in an emergency situation.

Deposits and Cancellations

Should the wedding be rescheduled, postponed, the deposit paid may be applied towards a new date based on Studio's availability. If Studio is not available on the rescheduled day, if the event is cancelled, or in the event of death, the total deposit is non-refundable and shall be kept on file as a credit for the couple and only the couple. Any credit on file is non-transferable.

Negatives (Digital Files)

Studio shall keep all negatives and/or digital files for its own personal use. Digital files will be kept on file for no more than 6 months after the couple's event date.

Photo Use

Permission is hereby given to Studio to use reproductions of pictures for general marketing purposes in accordance with reasonable commercial practice including, but not limited to, within Studios place of business, on social media, websites, and for personal meetings with prospective clients. Client hereby agrees that all negatives, digital files and any and all pictures derived there from at the described event are the property of Studio. Client may not sell their images or authorize any third part use of any image without written consent of the Studio.

Pricing

Prices of prints and any online purchases are subject to change at any time without notice.

Specific Photographs and Liability

1. Studio will make every effort to assure Client satisfaction according to accepted industry standards. Any artistic interpretations by Studio will be deemed acceptable and correct. Due to the changing and fluid nature of special events, Studio does not guarantee the production of any specific image(s). Events outside of Studios control, such as weather, late arrival of Client or subjects, missing persons, short timelines, venue restrictions, guest interference, intoxicated individuals, etc. may preclude the creation of some images. Studio assumes no liability for failure to comply with the terms of the Agreement due to events outside of Studios control.

2. Studio will not be held liable for or subject to damages for failure to provide any proofs or prints due to negligence, accident, or any other avoidable or unavoidable action mentioned or unmentioned by any individual, other service agency or third party necessary in performing the function set forth in this agreement.

3. Client hereby agrees that Studio's liability for damages pursuant to this Agreement is limited to the total amount paid by Client pursuant to this Agreement.

Venue

Client agrees that if any action is initiated in a court of law for breach of this Agreement, or for any reason pertaining to this Agreement, then the venue shall lie in the State of Illinois (Kane County). If a favorable judgement is issued for the Studio, the Client agrees to pay relevant attorneys and court fees for said action.

Arbitration

If any dispute between the parties arises under this agreement and cannot be resolved in good faith through informal negotiation, such dispute shall be settled by arbitration. Studio and Client shall agree on a firm or individual to conduct the arbitration. Studio and Client shall provide an equal share of the costs of conducting the actual arbitration. Studio and Client shall each bear their own costs for legal representation, transcripts, depositions and any other costs required to prepare the arbitration.

Severability

If any section, subsection, sentence, part or application of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate any other section, subsection, sentence, part or application but shall be confined in its operation to the section, subsection, sentence, part or application directly involved in the controversy in which such judgement shall have been rendered.

Assignability

Client may not assign this contract except with the written consent of all parties hereto.

Third Party(ies)

This agreement is between Client and Studio, and excludes all third-party interests.

Agreement: This contract is the entire agreement of the parties. No other terms or conditions are expressed or implied. Any additions, corrections or modifications to this contract must be in writing and signed by the Client and Studio. Oral modifications are not enforceable at any time. This Agreement shall be governed under the laws of the State of Illinois.

AGREED: Client _____ Date: _____

Checks payable to: MBD Photography
3755 E. Main St. Ste. 185
St. Charles, IL 60174

mbdphoto.com
hello@ mbdphoto.com
630.940.2395 / Fax: 630.206.0344