

TRAVIS HINTON

- PHOTOGRAPHY -

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This agreement is between _____ and _____,
hereinafter referred to as the Client(s), and Travis Hinton Photography, hereinafter referred to
as the Photographer.

Event Name: The Wedding

Event Date: _____

Start Time: _____

Ceremony Time: _____

Ending Time: _____

Client Contact Information:

Address: _____

Email: _____

Phone: _____

Ceremony

Name of Location: _____

Address: _____

Phone: _____

Reception

Same location as Ceremony

Additional Contact 1 (Contacts must be able to be contacted on the day of the wedding)

Name: _____

Address: _____

Email: _____

Phone: _____

Package Description, Contents, and Cost:

Full Wedding Ceremony Package — Total amount agreed: \$____, Reservation fee: \$____

- Pre-ceremony Wedding Party & Family Portraits (Location above)
- Ceremony & Reception Coverage (Location above)
- Includes PASS Web gallery for viewing and sharing with family and friends, limited copyright ownership (see section below for copyright info), and purchasable print products via PASS and MPIX.com.

(Printing prices and product availability may change without prior notice to Client(s).)

Entire Agreement: This agreement contains the entire understanding between the Photographer and the Client(s). It supersedes all prior and simultaneous agreements between the parties, and the only way change this agreement is to do so in writing, signed by all the parties.

Reservation: This signed contract and the reservation fee listed above are required to confirm the specified event coverage agreed on in this contract. The reservation fee for this event is non-refundable and is due at the time of signing this contract.

Cancellation: If the event(s) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the Client(s), the reservation fee is non-refundable and shall be liquidated damages to the Photographer. The Client(s) shall also be responsible for payment for any of the Photographer's material charges incurred up to the time of cancellation.

Pre-Wedding Consultation: This normally happens at the time of booking. The Client(s) will outline broadly what is required and the Photographer will advise on planning, logistics and timings where needed. If required the Client(s) are welcome to pop in for an additional chat closer to the time of the wedding (about 2 weeks) to iron out the remaining details. In any case, we will contact you by phone and/or e-mail a few days before the wedding to ensure that there have been no last minute changes.

Cooperation: The Client(s) and the Photographer consent to cheerful cooperation and communication for the best possible result within the understanding of this contract. We recommend that the Photographer be provided with a helper (usually the best man, or wedding coordinator) who will point out key individuals to be photographed. The Photographer is not responsible if key individuals fail to appear or cooperate during photography sessions. The Client(s) also agree to give the Photographer sufficient warning of key events at the wedding to give the Photographer time to prepare (e.g. Bouquet throwing, cutting the cake, speeches, etc.).

Paparazzi Wedding Guests: The Photographer should be the only professional photographer covering the event(s). All your guests will likely have digital cameras and all your guests will want to photograph the Client(s). In the spirit of cheerful cooperation the Client(s) agree to give the Photographer precedence over the guests in order to take the photographs required for the wedding services described above. We cannot be held liable for a lack of wedding photos if guests taking their own photos of the Client(s) continually interrupt the Photographer's work.

Copyright Law: The copyright of photographs produced by the Photographer remains with the Photographer and are protected by Federal Copyright Law (all rights reserved). The images taken by the Photographer are for personal use by the Client(s) and their friends and relatives. The Client(s) may display final photos on social networking sites, as long as photos remain unaltered and photos must have a textual reference such as "photos by Travis Hinton Photography" or must be linked directly to the Photographer's website somewhere visible on the photo or on the information tab below each photo. Upon final distribution of images via

thumb drive or digital download off your online web gallery, **limited** copyright ownership of the resulting images will be transferred to the Client(s) under the following conditions:

The photographic images are the property of the Client(s) for personal use and for the purpose of the reproduction and giving of photographs to friends and relatives. The photographic images must remain in their unaltered form. The Client(s) must obtain written permission from and compensate the Photographer prior to the Client(s) or any friends and relatives publishing or selling the photographs for profit.

Exhibition: The Client(s) grant the Photographer permission to display selected images resulting from this assignment as an example of the Photographer's work, and the Client(s) release all claims to profits that may arise from use of images. Additionally, requests for photographic images to be used by the Photographer may be requested at a future time. If the Client's photo is requested to be used in any print or online publication, the Client(s) will discuss this with the Photographer. The Photographer grants the Client(s) **limited** rights to use the images in marketing materials with specifications that "photo by Travis Hinton Photography" is listed on the image/article. If the Client(s) request to use the image in the distribution of products such as but are not limited to posters, clothing, etc. a 5% compensation rate of the total number of sales will apply unless otherwise agreed upon in writing.

Model Release: The Client(s) grant the Photographer and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the Client(s) for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The Client(s) hereby release the Photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

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 that photographs have been lost, stolen, or destroyed for reasons within or beyond the Photographer's control, the Photographer's 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. The Photographer will do everything possible to work within the environment present at the event(s), but the Photographer is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the event coverage. The Photographer is not held liable for missed coverage of any part of the event(s). The Photographer will not be held accountable for missed images of any individuals or any objects at the event(s) due to details not revealed to the Photographer before the event begins.

Capture and Delivery: The Photographer will make creative decisions and provide a complete collection of photographic memories of the event, but not every shot taken will be an image provided to the Client(s). The Photographer is not liable to deliver every image taken at the event, and the determination of final images delivered to the Client(s) is left solely to the discretion of the Photographer.

Post Production and Editing: The final post production and editing styles, effects, and overall look of the images are left to the discretion of the the Photographer. The Client(s) will be provided with several styles of photographs including soft focus, black and white, and full color images to choose from, however the Photographer works to create the best arrangement of images for your package and retains final discretion for any edited photograph.

Safety: The Photographer reserves the 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 is in question. In this case, the Client(s) will be made aware of the issue, and if no resolution can be agreed upon then the Photographer will terminate coverage of the event and the Client(s) is responsible for paying for the entire package price. The images taken up to the time of termination will be edited and given to the Client(s), however the Photographer is not responsible for missed images due to unsafe working conditions.

Weather Policy: *(In the event of weather conditions that are out of our control)* If the Client(s) has been contacted and advised to reschedule due to the Photographer's concerns about weather, and the Client(s) still proceeds with the session and it rains, limiting the time and/or photos that were able to be taken, the Client(s) will be charged for an additional session at the Photographer's hourly rate to reschedule or shoot additional photos. Due to photography equipment, it is up to the Photographer's discretion if bad weather persists to cancel the session, during the session.

If the Client(s) have been contacted and advised to reschedule due to the Photographer's concerns about weather, and the Client(s) decide to go ahead and reschedule, the Client(s) will not be charged to do so. If the event includes locations both indoors and outdoors, and the weather conditions allow for indoor-only photographs, the Client(s) reserve the option to book an additional session at the Photographer's hourly rate to shoot additional outdoor photos in order to replace those that were omitted due to weather conditions on the day of the event. Otherwise, the Photographer will do our best to capture a sufficient collection of images inside the venue and no replacement photo shoot is necessary.

Travel: If you have more than one location for your session, the travel time going from destination 1 to destination 2 and so forth does count towards the total amount of the session time (if billed hourly). All travel costs are included in the package price unless they are listed separately in the coverage details above on page 1 of this contract.

House Rules: The Client(s) are responsible for paying any fees and acquiring the necessary permits associated with shooting at the location(s) designated above, including parking fees.

Note that some locations require additional permits for professional photography. The Client(s) are responsible for all communication and negotiations with the location management. Note the Photographers are sometimes limited by the rules and guidelines imposed by venue management, registrars, and ministers. For example, some ministers insist that no flash photography is allowed, and others will insist that the Photographers shoot from a specific location. In such circumstances, it is the responsibility of the Client(s) to negotiate with these authorities for any modifications to the set rules and guidelines for the location; the Photographer is willing to provide technical recommendations but is otherwise released from liability of any technical limitations imposed by these authorities.

Event Schedule: Our shooting schedule, style of working and experience are designed to achieve a great set of wedding photos for the Client(s), accomplished with good humor and enjoyed by all concerned. Both the Client(s) and the Photographers therefore agree that punctuality and cheerful cooperation are essential to producing outstanding photographic results. In cases where the wedding does not run on time (for example, extreme lateness by one of the Client's arriving to the venue) we cannot guarantee to take our normal set of photos although in such circumstances we will do our absolute best to compensate. Additionally, the Client(s) agree 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(s). In the case that the event(s) schedule does not start on time, the required coverage by the Photographer will still be for the same scheduled ending time listed above.

Meals: The Client(s) agrees to provide a meal for the Photographer and any assistants if the length of attendance exceeds five hours. The Client(s) are responsible for providing an identical meal to that of the event guests, and for all members of the Photographer's team that are supporting the event. This event will require ____ of photographers on the team. There should be a table set up out of sight from the dinner party for breaks and meals throughout the event(s). Food for the Photographers should be made available after the Wedding Party has been served and while other guests are being served. Water should be available at all times during the event(s) for the Photographer's team.

Props: The Client(s) are responsible for bringing any props that they would like in their photos. In the event that the Client(s) have forgotten a prop for the session and they want photos with that prop, the Client(s) will be charged for an additional session at the Photographer's hourly rate to reschedule or shoot additional photos.

Appearance: In the event that the Client(s) would like additional photos due to appearances out of our control (hair/makeup, missing or disruptive scenery, etc.) during the session, the Client(s) will be charged for an additional session at the Photographer's hourly rate to reschedule or shoot additional photos.

Payment Schedule: The above mentioned reservation fee of \$____ is due upon signing this agreement. The remaining balance is payable in full prior to or on the day of the event(s). In the event the Client(s) 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). In the rare case that payment is not made promptly by the Client(s) yet services are still rendered, any legal fees necessary in pursuit of collection for the remaining balance from the Client(s) will become the responsibility of the Client(s).

Completion Schedule: Final editing and PASS gallery creation takes approximately two-three weeks but may take longer. The Photographer will contact the Client(s) directly using the information listed above with details for access to the final images.

By signing below, we have understood and agree to the contents of this contract and to the terms therein.

I, _____, on _____ agree to
Print Client(s)'s Full Name Date
the contract as stated above.

Signature of Client(s)

Signature of Client(s)

I, _____, on _____ agree to
Print Photographer's Full Name Date
the contract as stated above.

Signature of Photographer