



Standard Terms and Conditions

This Client Services Agreement ("Agreement") is entered into, and is effective as of the Agreement Date (as defined on page 1) by and between Jennifer Jacula Photography ("Studio") and the person(s) identified as the Client on page 1 of this Agreement.

1. DEFINITIONS.

- 1.1. "Assignment" refers to the wedding day and any related photography services described on page 1 of the Agreement that Client is specifically commissioning Photographer to perform.
- 1.2. "Cancellation" means that the Assignment is canceled by Client and not rescheduled. In the event of cancellation, Client will be responsible for those fees, costs and charges set forth in section 5.2 below.
- 1.3. "Photographer" means the photographer(s) identified on page 1 of the Agreement and the Studio.
- 1.4. "Postponement" is the rescheduling of the Assignment by the Client at least 60 days prior to the Assignment to a mutually agreeable date, and no more than 120 calendar days after the original Assignment date.
- 1.5 "Work" means all photographic images, negatives, digital files, prints or other materials created by Photographer while performing the Assignment.
- 1.6 "Other Photographers" refers to professional photographers other than those employed by the Studio, individuals acting in a manner of a professional photographer and/or videographers taking still images.

2. LIMITS OF LIABILITY. The Studio takes the utmost care with respect to the exposure, development and delivery of all photographs. However, in the event that the Studio fails to comply with the terms of this Agreement due to any event or act which prevents the delivery of the Work from the Assignment, the Studio's liability to Client shall be limited solely to a refund of all money paid by Client to the Studio, and Client's sole remedy shall be receiving a refund of all money paid by Client to the Studio.

3. SPECIFIC IMAGES. The Studio and Client further agree that that the Studio cannot be held responsible for any specific image that may not be delivered. Client acknowledges and understands that Photographer uses a highly stylized and photojournalistic approach to the Assignment, with few prearranged or posed shots. Any failure by the Studio to deliver any specific image shall not be a breach of this Agreement, shall not result in a refund of any money paid by Client to the Studio, and Studio shall not provide any other remedy to Client.

4. PAYMENT SCHEDULE. Client must pay the retainer and final payment described below before Photographer has any obligation to perform the Assignment. Client's failure to pay the retainer and final payment shall be deemed a material breach of this Agreement, shall result in damage to the Studio, and shall relieve the Studio and Photograph from performing any services under this Agreement.

4.1. RETAINER. The retainer fee described on page 1 of Agreement reserves the Photographer's services for the Assignment on the date and time, and at the location(s) described on page 1. The retainer fee is due and payable when Client signs this Agreement. The retainer is nonrefundable.

4.2. FINAL PAYMENT. The final payment described on page 1 of the Agreement is due and payable one month prior to the date of the Assignment.

5. POSTPONEMENT, CANCELLATION & LIQUIDATED DAMAGES:

5.1. POSTPONEMENT. Client acknowledges that in the event that there is a Postponement of the wedding the Studio will be harmed, and that Client will notify the Studio of a Postponement as soon as possible in order to minimize the Studio's damages. If there is a Postponement, the Studio and Client agree that the retainer described in Section 4.1 above is non refundable and a new agreement must be entered for the new date.

5.2. CANCELLATION. Client acknowledges that in the event that there is a Cancellation of the wedding the

Client Initial _____

Studio Initial _____

Studio will be harmed, and that Client will notify the Studio of a Cancellation as soon as possible in order to minimize the Studio's damages. If there is a Cancellation, the Studio and Client agree that the retainer described in Section 4.1 is non refundable. If any products or services have delivered at the time of cancellation, payment for such must be made in full. This sum shall be in addition to the nonrefundable retainer described in Section 4.1 above.

6. 120 MINUTE WINDOW: The bride and/or groom agree to set aside at least 120 minutes for photographs that cannot be obtained during the ceremony or reception. If Client's late arrival (or any other reason outside of the Studio's control) prevents this 120 minute window from occurring, the Studio shall not be held liable for failure to take desired photographs.

7. CLIENT COOPERATION & UNDELIVERED WORK. Photographer cannot perform the Assignment without the cooperation of Client. In the event that Photographer and the Studio are unable to deliver a portion of the Work, or other goods, required under this Agreement, due to a failure of the Client to cooperate or to provide necessary approvals regarding the Work, or other goods, to the Studio, then the Studio shall not be obligated to deliver that portion of the Work or other goods to Client, but instead the Studio and Client agree as follows:

7.1. STUDIO CREDIT (6 MONTHS). If the Client does not perform the necessary acts or approvals related to the Work, or other goods, within 6 months after the Assignment, then Client shall receive a Studio credit for the undelivered portion of the Work or other goods required under this Agreement. Client may purchase the undelivered Work or other goods at the Studio's then current pricing.

7.2. ARCHIVE FEE (12 MONTHS). If the Client does not perform the necessary acts or approvals related to the Work, or other goods, within 12 months after the Assignment, then Client shall be charged a \$250 archive fee to maintain storage of the undelivered Work or other goods. This archive fee shall be in addition to any other sums paid by Client pursuant to this Agreement.

7.3. TERMINATION (18 MONTHS). If the Client does not perform the necessary acts or approvals related to the Work, or other goods, within 18 months after the Assignment, then the Studio's performance of the Assignment shall be deemed complete, and this Agreement shall terminate. Upon the termination of this Agreement, the Studio shall have no further obligation to Client to store the undelivered Work or other goods. The Studio shall assume no responsibility for storing the Work or other goods provided under this Agreement, and the Studio shall not assume any liability if any portion of the Work is lost, stolen, damaged or otherwise unavailable to Client

8. SOLE PHOTOGRAPHER. Studio shall be the sole professional photographer at the event. Client acknowledges that the presence of Other Photographers will adversely impact the ability of the Studio to create the Work and as a result the Work may fail to meet the standards represented by the Studio in its portfolio and samples.

9. HOUSE RULES: The Photographer is limited by the guidelines of the ceremony official or the 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 the Client's responsibility; the Studio will offer technical recommendations only.

10. COPYRIGHTS. The Work created by the Studio during the Assignment constitutes the copyrighted work of Photographer and the Studio. The Work at all times shall remain the property of Photographer and the Studio. Any portion of the Work delivered to Client is for Client's personal use only. Client may not sell or reproduce, nor authorize the sale or reproduction of, any portion of the Work without the Studio's written consent.

11. MODEL RELEASE. Client shall permit the Studio to use images of Client from any portion of the Work for display, publication, or other promotional uses without payment of additional compensation to Client or Client's agents. Client's guests at the wedding shall be deemed to have consented to the use of their name, image, or likeness by Client, Studio and Photographer for the duration of the Assignment, and Client shall defend and indemnify the Studio and Photographer from and against any claims that any of Client's guests may assert against the Studio or Photographer arising from, or related to, the use of any name, image, or likeness of Client's guest(s) by the Studio and Photographer Client during the Assignment.

12. MEALS. If the Assignment lasts longer than four hours, Photographer and the Photographer's crew shall be provided hot meals and refreshments. If Client does not provide such meals, then Client agrees to reimburse the Studio for meal expenses for Photographer and Photographer's crew.

Client Initial _____

Studio Initial _____

13. ILLNESS & INJURY. In the unlikely event that Photographer is unable to perform the Assignment due to illness, injury, acts of God, or other unforeseen circumstance beyond Photographer's control, then the Studio shall refer Client to another professional photographer to perform the Assignment from the network of photojournalistic wedding photographers maintained by the Studio. The Studio will work in good faith to find the best replacement photographer possible for the Assignment. The Studio shall not be responsible for the services provided by any such replacement photographer, and the Studio shall not be liable for any damage or injury sustained by Client, if any such replacement photographer retained by Client, fails in whole or in part, to perform the Assignment.

14. DANGEROUS CONDITIONS. If, during the Assignment, Photographer or her crew are exposed to: (a) conditions which imperil or cause the Photographer or her crew to fear for their safety, or (b) objectionable or illegal acts to which Photographer and her crew do not wish to be a party or witness, then the Studio reserves the right to immediately protect Studio's and Photographer's interests, including but not limited to a cessation of the Assignment, leaving the Assignment location(s), and/or terminating this Agreement. In such circumstances, the Studio will not refund any moneys paid by Client. Client shall indemnify Studio and Photographer from any damage or injury that Studio, Photographer or her crew may sustain, arising from, or related to, any hazardous conditions which imperil or cause Photographer or her crew to fear for their safety, while performing the Assignment.

15. GUEST COOPERATION: Client is responsible for the conduct of their guests. The Studio will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the Client, bridal party or other subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If Client is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the Photographer, it will result in the early or immediate departure of the Photographer. Client understands that in such an event, no refunds will be granted and any damage to equipment will be the responsibility of the Client to replace or repair.

16. ADDITIONAL OVERTIME: If additional time is requested at the event, then Client will be billed at \$250/hour. Client can purchase additional hours before the day of the event at \$225/hour.

17. COLLECTION. In the event that the Studio is required to file a legal action to collect fees due from Client under this Agreement, or to otherwise enforce this Agreement, then the Studio shall be entitled to recover all cost and expenses incurred by the Studio relation to such legal action, including an award of reasonable attorney's fees.

I have read this entire Agreement and I understand its terms. I agree to be bound by the terms of this Agreement.

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Client

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Date

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Client

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Date

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Studio

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Date

Client Initial _____

Studio Initial _____



**Jennifer
Jacula**
Photography

Wedding Information and Schedule

Bride.....	Groom
Maid of Honour	Best Man
e-mail	e-mail
Phone	Phone
Bridesmaids	Groomsmen
Flowergirl(s)	Ring Bearer(s)
Planner	Videographer

Pre Ceremony (Bride)

Address Time

Contact Person Phone

Pre Ceremony (Groom)

Address Time

Contact Person Phone

Ceremony

Address Time

Contact Person Phone

Officiant Receiving Line Y N

Post Ceremony

Address Time

Contact Person Phone

Reception

Address Time

Contact Person Phone

Client Initial _____

Studio Initial _____



Group Photo List

While we cannot guarantee we will get a specific photo, this list will help us direct the group portrait session to make it as quick and painless as possible. Please feel free to add or take away from this list as you wish, keeping in mind that the standard list described below generally takes at least 20-30 minutes to complete. During these portraits, we will ask that we be the only ones taking photos. This allows us to ensure that everyone is paying attention to our camera and we finish as quickly as possible. The faster we finish these 'formal' portraits, the faster we can get to the fun ones!

Bride and extended family
with groom

Bride and immediate family
with groom

Bride and grandparents
with groom

Bride and parents
with groom

Bride and mother

Bride and father

Bride and siblings
with groom

Bride and groom with all siblings

Bride and groom with both families

Groom and extended family
with bride

Groom and immediate family
with bride

Groom and grandparents
with bride

Groom and parents
with bride

Groom and mother

Groom and father

Groom and siblings
with bride

Bridal party

Bridal party without flowergirl/ring bearer

Bride and groom with flowergirl/ring bearer

Bride with bridesmaids

Bride and groom with bridesmaids

Groom with bridesmaids

Groom with groomsmen

Bride and groom with groomsmen

Bride with groomsmen

Other
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Client Initial _____

Studio Initial _____