

## Photo Contract

This is a legally binding agreement between the following client,

\_\_\_\_\_

and Walkabout Ltd.

Thank you for your \$500 deposit, which was sent on \_\_\_\_\_.

Please fill in / check the information on both pages carefully. Sign, keep a copy & send the original back to us with your deposit if not already sent. Please contact us on 303 499-5963 if you have any questions, concerns, would like to add anything to your photography or if any plans may change, and thanks for choosing us as your photographers!

Event Date: \_\_\_\_\_ & Time: \_\_\_\_\_

Time for photography: \_\_\_\_\_ until: \_\_\_\_\_

Location of ceremony: \_\_\_\_\_

Location of reception: \_\_\_\_\_

Photography Selection: \_\_\_\_\_

Additions/ inclusions: \_\_\_\_\_

Total due, at least 1 week prior to the event: \_\_\_\_\_

**You may choose from the following Photography Selections:**

**1) Basic Coverage- \$995**

- Up to 2 hours of event photography;
- A DVD containing all images from the event in high resolution;
- All your photos on a personal website.

**2) The Silver- \$1695**

- Up to 4 hours of event photography;
- A 6x9 Molly West hand made linen album with 25 4x6 prints for you to put in your album, OR a 20 page 8.5x11 Classic Linen photobook with your choice of up to 40 photos;
- A DVD containing all images from the event in high resolution;
- All your photos on a personal website;

### **3) The Gold- \$2495**

- Up to 6 hours of event photography;
- An engagement portrait session;
- A 10x13 Molly West handmade linen album with 25 5x7 prints for you to put in your album OR a 30 page 8.5x11 Classic Linen or Leather photobook with your choice of up to 60 photos;
- A DVD containing all images from the event in high resolution;
- All your photos on a personal website;

### **4) The Royal- \$3495**

- Up to 8 hours of event photography;
- An engagement portrait session;
- One hour of photography at your rehearsal dinner;
- A 10x13 Molly West handmade linen album with 10 8x10 and 25 5x7 prints for you to put in your album OR a 30 page 15x12 Deluxe Linen or Leather photobook with your choice of up to 100 photos;
- 2, 20 page 8.5x11 Classic Linen photobooks with your choice of up to 40 photos each;
- A DVD containing all images from the wedding in high resolution;
- All your photos on a personal website;

### **Other details:**

- Additional hours: \$350.
- Mileage outside Boulder/Denver metro (cost is per photographer): Aspen: \$200; Beaver Creek: \$100; Vail, Keystone, Breckenridge, Colorado Springs: \$90; Fort Collins, Estes Park, Castle Rock; \$50; Gold Lake \$40; Lyons, Longmont, Chief Hosa, Evergreen, Genosee, Boettcher Mansion, South Denver: \$30. Hotel accomodation may be required for mountain weddings (ask for details).

### **Terms and Conditions:**

#### **1. Exclusive Photographer.**

Walkabout Ltd. shall be the exclusive photographers retained by the Client for the purpose of photographing the wedding. Family and friends of the Client shall be permitted to photograph the wedding as long as they shall not interfere with Walkabout Ltd.'s duties and do not get in the way or cause delays.

#### **2. Deposit and Payment.**

The Client shall make a \$500 deposit to retain Walkabout Ltd. to perform the services specified herein. The deposit is nonrefundable. *The Client shall pay the balance due at least 1 week prior to the wedding date. Failure to do so will void Walkabout's obligations.*

#### **3. Cancellation.**

If the Client shall cancel this Agreement at any time the client shall be charged the amount of the deposit. If the Client shall cancel this Agreement within thirty (30) calendar days prior to the wedding date, the client shall be charged the entire balance due.

#### **4. Event restrictions**

It is the clients responsibility to inform Walkabout of any restrictions at a reception site or ceremony site that may affect Walkabout's ability to adequately perform their duties. The client

understands that such restrictions may adversely affect the quality of their photography, and that Walkabout is not responsible for the consequences of such restrictions. Further, the Client understands that, while Walkabout will make every effort to capture all required images, we will not be responsible for circumstances preventing this, such as difficult weather conditions, people walking or standing in front of a camera, or difficult lighting. The client also understands that Walkabout will not be responsible for missing any part of the wedding day if Walkabout has not been given adequate warning of that particular occurrence.

**5. Problems with a DVD**

The Client must inform Walkabout within 14 days of receiving their DVD of any technical or quality problems associated with the DVD. Walkabout will then, at their discretion and at no charge, attempt to rectify those problems (see 4. above).

**6. Reproductions.**

Walkabout Ltd. shall have the right to make reproductions for the purpose of use in their portfolio, for samples, or self-promotion.

**7. Failure to Perform.**

If Walkabout Ltd. cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond its control such as illness or accident, then Walkabout Ltd. shall return the money paid by the Client, less the nonrefundable deposit, in respect to that specific failure, and shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged, lost through equipment malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Walkabout Ltd. In the event that Walkabout Ltd. fails to perform for any other reason, Walkabout Ltd. shall not be liable for any amount in excess of the monies paid to Walkabout by the Client for that specific order / service.

**8. Walkabout Ltd.'s Standard Price List.**

The charges in this Agreement are based on Walkabout Ltd.'s Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

**9. Client's Originals.**

If the Client is providing original prints, or footage owned by the Client to Walkabout Ltd. for duplication, filming, or any other purpose, in the event of loss or damage Walkabout Ltd. shall not be liable for an amount in excess of \$5 per image.

**10. Miscellany.**

This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. This Agreement shall be governed by the laws of the State of Colorado. The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

**Client** \_\_\_\_\_ **Date** \_\_\_\_\_

**Client** \_\_\_\_\_ **Date** \_\_\_\_\_

**Walkabout Representative** \_\_\_\_\_ **Date** \_\_\_\_\_