



## Event Photography Services Agreement

This Agreement is executed on \_\_\_\_\_ between Keith Pieper d/b/a Artographer.com ("Artographer") located at 5121 Williams Fork Trail #205, Boulder, CO 80301 and \_\_\_\_\_ ("Customer") located at \_\_\_\_\_, for event photography services at the date, time, place, and occasion indicated and terms and conditions as follows:

### Standard Primary Services Provided

Artographer will provide the Customer the following for \$500:

#### On Site, the day of the event:

- Four (4) hours of event photo coverage
- Artographer will provide a small plaque and business reminder cards informing guests of where, when and how to view the photos.

#### Within one (1) week of the event:

- Provide final images:
  - in a printed proof sheets with images in thumbnail format ordered for direct delivery (1 week fulfillment)
  - DVD slide-show ordered for direct delivery (2 week fulfillment)
  - Online/Internet viewing & ordering
- Email contact of Customer and guests for online image availability
- Print and specialty item orders come with a 30 day satisfaction guarantee from Printroom.com
- Online/Internet ordering of final images in sizes wallet to 16x20 inch to specialty items. Pricing for prints to you and your guests is as follows:
  - Wallets: \$6
  - 3.5x5: \$5
  - 4x5: \$5
  - 4x6: \$5
  - 4x8: \$6
  - 5x5: \$6
  - 5x7: \$7
  - 8x12: \$10
  - 8x8: \$8
  - 8x10: \$8
  - 10x10: \$15
  - 11x14: \$20
  - 12x18: \$25
  - 16x20: \$35
  - Photo Greeting Card: \$6
  - Photo Greeting Card Set (25): \$35
  - Mouse Pad: \$20
  - 11 oz. Picture Mug: \$15
  - 13.5 oz. Picture Mug: \$20
  - T Shirt (Small) (Medium) (Large) (X-Large): \$30
  - Photo Puzzle: \$25
  - Coasters (Set of 4): \$30
  - 4 inch Desk Clock: \$25
  - Luggage Tag: \$15
  - Key Tag: \$12
  - Refrigerator Magnet: \$11
  - Small Calendar: \$10
  - Medium Calendar: \$15
  - Large Calendar: \$30
  - X.Large Calendar: \$40
  - Photo Button: \$12

#### Six (6) months after the event:

- Hi-res JPEG CD of final images suitable for future reprints
- Removal of online/Internet viewing and ordering

All images are taken in hi-res digital format and are printed on silver-halide photographic paper in matte or glossy finish. Print orders are fulfilled and shipped within 5 business days of ordering.



**Online Album Security Password Protection:**

Please indicate your preference for your online photo album.

Make Public       Make Private, Set Password: \_\_\_\_\_

**Optional Services Provided**

The following services are optional and may be added the Standard Services stated above.

Pre-purchased photo gift for each guest. Guests will be provided a voucher at the event used to access the final images online/Internet. Guest may choose to redeem the voucher for any photo from those online. Prices below are cost per item and do not include shipping. Shipping for prints and cards starts at \$1.95 for U.S. delivery (contact us for other pre-paid shipping options). You can prepurchase items without shipping and leave costs for shipping to your guests.

Item	Price Ea.	+ Shipping	= Subtotal Per Photo Pass
Wallets	\$6	\$1.95	
3.5"x5"	\$5	\$1.95	
4"x6"	\$5	\$1.95	
5"x7"	\$5	\$1.95	
8"x10"	\$7	\$1.95	
11"x14"	\$9	\$1.95	
16"x20"	\$19	\$1.95	
Photo Greeting Card	\$6	\$1.95	
Mouse Pad	\$14	\$1.95	
11 Oz Picture Mug	\$14	\$1.95	
13.5 Oz Picture Mug	\$17	\$1.95	
T-shirt (any size)	\$21	\$1.95	
Photo Puzzle	\$18	\$1.95	
Coasters (Set of 4)	\$24	\$1.95	
4-inch Desk Clock	\$19	\$1.95	
Luggage Tag	\$12	\$1.95	
Key Tag	\$10	\$1.95	
Refrigerator Magnet	\$10	\$1.95	
Photo Button	\$9	\$1.95	
Small Calendar	\$9	\$1.95	
Medium Calendar	\$11	\$1.95	
Large Calendar	\$24	\$1.95	
X-Large Calendar	\$31	\$1.95	
<i>Quantity of PhotoPasses Desired</i> x			
<i>(Multiply quantity times subtotal column) Total Cost</i> =			

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 877-798-1806

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Additional Event DVD Slide Shows. Customer may prepurchase additional copies of the DVD slide show provided in the Standard Services above.

Quantity \_\_\_\_\_  
Price per DVD: \$50 x \$50 each  
Total Cost: = \_\_\_\_\_

Engagement Photo Session Customer may purchase an engagement photo session/sitting for an additional \$250 and includes sitting and proof sheets on location within 1 hour drive time of Boulder, CO. Print prices are the same as previously stated in this agreement.

*On Site, the day of the sitting:*

- Two (2) hours of photo sitting at location of choice within 1 hour drive of Boulder, CO

*Within one (1) week of the sitting:*

- Provide additional final images:
  - in a printed proof sheets ordered for direct delivery
  - Online/Internet viewing & ordering
- Online/Internet ordering of final images in sizes wallet to 16x20 inch to specialty items. Pricing for prints to you and your guests is the same as for primary services.
- Optionally, engagement photos may be included in the primary event online photo gallery and DVD slide show

*Six (6) months after the primary event:*

- Hi-res JPEG CD final images with primary event images suitable for future reprints
- Removal of online/Internet viewing and ordering

*Engagement Sitting Address, Contact & Phone:*

\_\_\_\_\_  
\_\_\_\_\_

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Photography Coverage Times: \_\_\_\_\_

Date: \_\_\_\_\_

**Photo Coverage?:**  Yes  No

Include images in primary gallery?:  Yes  No

Include images in primary event DVD?:  Yes  No

SAMPLE



Rehearsal Coverage Customer may prepurchase additional coverage for a wedding rehearsal and/or dinner for an additional \$250 and includes all the same items as provided in the primary event package without an additional DVD slide-show, providing deliverables in tandem with primary event deliverables, on location within 1 hour drive time of Boulder, CO:

*On Site, the day of the event:*

- Two (2) hours of event photo coverage
- Artographer will provide a small plaque and business reminder cards informing guests of where, when and how to view the photos.

*Within one (1) week of the primary event:*

- Provide additional final images:
  - in a printed proof sheets with primary event images in thumbnail format ordered for direct delivery
  - Online/Internet viewing & ordering
- Email contact of Customer and guests for online image availability
- Online/Internet ordering of final images in sizes wallet to 16x20 inch to specialty items. Pricing for prints to you and your guests is the same as for primary services.

*Six (6) months after the primary event:*

- Hi-res JPEG CD of final images with primary event images suitable for future reprints
- Removal of online/Internet viewing and ordering

*Rehearsal Venue, Address, Contact & Phone:*

\_\_\_\_\_

Photo Coverage?:  Yes  No

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Photography Coverage Times: \_\_\_\_\_

Date: \_\_\_\_\_

*Rehearsal Dinner Venue, Address, Contact & Phone:*

\_\_\_\_\_

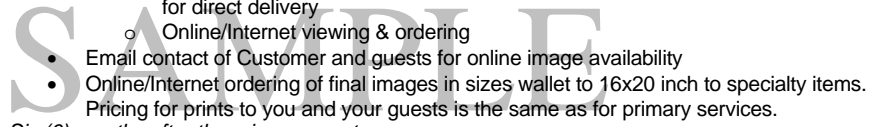
Photo Coverage?:  Yes  No

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Photography Coverage Times: \_\_\_\_\_

Date: \_\_\_\_\_





**Bride, Groom, Wedding Party**

Please provide the full first and last names of the bride, groom and wedding party members.

Bride (maiden and new - if applicable):

\_\_\_\_\_

Groom:

\_\_\_\_\_

Maid of Honor:

\_\_\_\_\_

Best Man:

\_\_\_\_\_

Bridesmaids:

\_\_\_\_\_

Groomsmen:

\_\_\_\_\_

SAMPLE

Mother of Bride:

\_\_\_\_\_

Mother of Groom:

\_\_\_\_\_

Father of Bride:

\_\_\_\_\_

Father of Groom:

\_\_\_\_\_

Flower Girl:

\_\_\_\_\_

Ring Bearer:

\_\_\_\_\_

Other:

\_\_\_\_\_

Other:

\_\_\_\_\_

SAMPLE



**Logistical Information**

Event Date: \_\_\_\_\_

Photo coverage Start Time: \_\_\_\_\_

Photo coverage End Time: \_\_\_\_\_

*\*Total photo coverage times not to exceed 4 hours unless otherwise purchased*

Locations

Pre-Ceremony Venue, Address, Contact & Phone: \_\_\_\_\_

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Photo Coverage?:  Yes  No

Ceremony Venue, Address, Contact & Phone: \_\_\_\_\_

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Photo Coverage?:  Yes  No

Reception Venue, Address, Contact & Phone: \_\_\_\_\_

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Photo Coverage?:  Yes  No

Contact Information

Emergency Contact & Phone Number Day of: \_\_\_\_\_

Officiant: \_\_\_\_\_

Phone: \_\_\_\_\_

Videographer: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Caterer: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Florist: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Cake: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Limo: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

DJ: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Wedding Consultant: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Band: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Other: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_



#### **Terms of Payment & Reservation**

To reserve the event date, Artographer requires completion of this agreement submitted with a reservation payment of 50% (percent) for all Optional and Standard Services with personal check or through PayPal.com with a major credit card paid to account: paypal@keithpieper.com. Artographer will not reserve any date without receipt of said payment. The payment constituting the remaining balance of fee due must be received by Artographer no later than 30 days before the event date (\_\_\_\_\_) with personal check or through PayPal.com with a major credit card paid to account: paypal@keithpieper.com.

#### **Cancellation for Non-Payment**

If Customer fails to make any of the payments specified in "Terms of Payment" above, Artographer may cancel this agreement. Any retainer paid by me will be forfeited as liquidated damages.

#### **Responsibility for Additions**

All purchases for photographs of the event will be made through the available online album and will be paid for buy the individual ordering. Customer will be responsible to pay Artographer for any order of photographs of the event on behalf of parents/relatives/friends. Any future additions to the package referred to in this agreement will be subject to the prices in effect at the time the additions are requested.

#### **Exclusivity**

In order to eliminate any confusion on the day of the event Artographer will be the only exclusive photographer for the event. During the taking of any formal photographs, posed photographs, or other shots created and/or configured by Artographer, Artographer will be the only person taking photographs. It is the Customer's responsibility to inform all guests of said policy. I understand that there is only a limited amount of time in which to take photographs required by this agreement. If Artographer must pause to wait for other cameras, customer may not receive the full 150 final images set forth in this agreement.

#### **Photographer**

Keith Pieper will be Artographer's photographer, unless this agreement provides otherwise. However, if Keith Pieper is unavailable due to illness, accident, or unforeseen circumstances, Artographer may use any competent employee or subcontractor in their place.

#### **Proofs**

I understand that the proofs do not represent the final work, rather are a provided as a method for easily previewing images and selecting images for final purchase and production.

#### **Copyright Protection**

All proofs and finished photographs Artographer provides are protected by copyright laws and are not to be copied, duplicated, or reproduced in any way.

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**Merchandise to be shipped**

All proofs, photographs, albums, or any other items provided for in this agreement or purchased through the online album will be shipped by Artographer or contracted fulfillment service.

**Cancellation Policy**

Payments set forth in this agreement are non-refundable for any reason, except if cancelled by Artographer.

**Copyright Ownership & Reproduction Rights**

All images will remain joint ownership between Customer and Artographer. Customer consents to Artographer using any photographs taken to be used for advertising, promotion, public display or entry in photographic competition. Such publicity and promotional purposes may include publication on Artographer's Internet Web Site. Customer agrees to not reproduce or copy any proof or other photograph of the event, taken by Artographer, without Artographer's written permission until six (6) months following event date stated herein, upon which time Artographer will provide Customer with a compact disc containing one (1) hi-resolution copy of each of the 150 final images. Any unauthorized reproduction of proofs or images, or failure to return the proofs or image to Artographer (if applicable), constitutes a breach of this agreement and will subject Customer(s) to any and all applicable civil penalties. Artographer will not resell Customer images.

**Postponement Policy**

If the event is postponed to a later date, Customer is not entitled to any refund. However, if I notify Artographer of the postponement: (i) up to 3 months before the event, Artographer will credit any payments to the new engagement on the altered date; OR (ii) 3 months or less before the event, Artographer will credit 50% of any payments to the new engagement on the altered date and the other 50% of any payments will be forfeited as liquidated damages. Any unpaid balance will be due as set forth in this agreement and relative the new engagement date.

**Complications & Unforeseen Circumstances**

Artographer agrees that every effort will be made to provide high quality photographic services and to obtain candid photos pursuant to this agreement. This is not always possible because of candid photos being taken under a variety of uncontrolled conditions including weather, various light sources, changing locations, improper backgrounds, distractions caused by onlookers, guests and or relatives taking photos while the photographer is working, pressure of time, emotional tensions of the day, and because cameras, flash and processing equipment are subject to unpredictable mechanical malfunction. I agree to avoid liability for monies due under this Agreement because of any specific pictures missing from the story sequence, family members, relatives or guests not photographed, unflattering candid/posed photos caused by badly fitting clothes, closed eyes, lazy eyes, poor complexions, and/or expressions, even if caused by the Artographer error and /or negligence, so long as a sufficient selection of photos are supplied to cover the minimum amount of images set forth in this agreement. In the unlikely event that a catastrophic mechanical failure should occur to Artographer's equipment and Artographer is unable to provide Customer with the agreed upon photography services and/or products, Artographer agrees to reimburse Customer for all amounts paid.



**Limitation of Liability**

I agree that Artographer's liability and that of any photographer will strictly be limited to the refund of any retainer. Without limiting the generality of the limitation will apply in the event of mechanical breakdown of the equipment or transportation, of sickness or of accidents, including those to electronic film or digital media cards, (however caused and of whatever nature) Artographer and/or the associate photographer. I specifically waive any claims for negligence, breach of warranty, mental harm or duress due to any of the images being defective, due to certain photographs not coming out, and due to the total order or any portion of the order being undelivered for any reason whatsoever. Artographer's liability and that of Artographer photographers will strictly be limited to \$25 in the event of loss or damage to my property left in Artographer custody, no matter how such loss or damage is caused.

**Photographer's Meal Requirement**

A hot meal is required for each member of Artographer photography team when hired to cover the reception. This meal should be timed with the guests' main course so that no photo opportunities are missed while the photographer and crew eat for 15 minutes. Meal penalties of \$50 per crew member will be charged when this courtesy is ignored.

**Travel Fees**

A travel fee is charged when total round trip travel (door to door) exceeds approximately 2 hours (1 hour each way). Travel time between venues on the day of event is considered as part of the 4 hour photo coverage time. The travel time rate will be \$25 per hour travel time. This fee serves to compensate the photographer and assistant for time traveling that might otherwise have been committed locally.

Quantity of travel hours to/from \_\_\_\_\_  
Price per hour: x \$25 each  
Total Cost: = \_\_\_\_\_

**Overnight Accommodations**

Overnight accommodations are required the night before an event when the photography team must begin setting up before 9:00AM of the day of the event and the location is more than two hours away from Boulder, CO. Overnight accommodations are required on the evening of the event when the event ends after midnight and the event location is more than two hours travel time from Boulder, CO.

**Overtime**

Customer may require additional coverage time beyond what is set forth in the Standard Package; and there are times however, when adding an hour or two becomes essential in order to complete the job Artographer was hired for (i.e. ceremony/first dance/cake cutting that is late). The cost for this coverage must be paid prior to shipment of the proofs, DVD, availability of the online album or submitting print orders. The photographer will obtain pre-approval for any overages. Sometimes this is not always possible due to unforeseen circumstances. Customer may prepurchase additional coverage prior to the event at \$50 per hour. Each additional hour of coverage will yield approximately an additional 25 final images, to be included in the DVD and proof pages.

Quantity of hours coverage \_\_\_\_\_  
Price per hour: x \$50 each  
Total Cost: = \_\_\_\_\_



**Legal Capacity of Customer**

Customer is over the age of 19 years and has full capacity to contract.

**Assignment; Binding Effect**

Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

**Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the parties hereto and is the final expression of their agreement and no evidence of oral or other written promises shall be binding. All other prior agreements or understandings related to the subject hereof between the parties, whether written or oral, shall be null and void and of no further force and effect upon the execution of this Agreement.

**Amendment; Modification**

This Agreement may not be supplemented, amended, modified or otherwise altered except by written instrument executed by the parties hereto and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify or alter this Agreement.

**Waiver**

The failure to enforce or to require the performance at any time of any of the provisions of this Agreement herein shall in no way be construed to be a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

**Governing Law**

This Agreement shall be governed under and construed in accordance with the laws of the State of Colorado, United States of America without reference to its conflict of laws principles.

**Severability**

If any severable provision of this Agreement is deemed invalid or unenforceable by any judgment of a court of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and the Agreement shall be carried out as nearly as possible according to its original terms and intent, unless to do so would substantially impair the underlying purposes of the Agreement.

**Captions**

The captions appearing in this Agreement are included solely for convenience of reference and shall not be construed or interpreted to affect the meaning or interpretation of this Agreement.



I HAVE READ, UNDERSTAND, AND AGREE TO ALL THE TERMS OF THIS AGREEMENT AND I CONTRACT FOR COVERAGE AS SET OUT ABOVE. FURTHERMORE, I HAVE COMPLETED AND ATTACHED THE 'EVENT PREFERENCES' WORKSHEET WHICH SIMPLY STATES MY DESIRES AND INTERESTS, HOWEVER DOES NOT LEGALLY OBLIGATE OR BIND EITHER PARTY.

Artographer.com

Customer

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Contact Email Address

SAMPLE

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