

Agreement for photography

- This is an agreement between the undersigned, hereinafter referred to as "Customer," and Tepin Kirdin aka South Florida Photography Photo Studio, hereinafter referred to as "Tepin."
- **A fifty percent (50%) retainer is required to hold a date with the remaining balance due the day of the event.** Tepin does not reserve the wedding date until the Retainer is paid. Tepin is not bound to photograph the wedding and/or event until the Retainer and Balance for the photography package is paid in full. Tepin may accept balance of payment after the wedding at her discretion.
- **Refund Guarantee:** I guarantee my work and if you wish to obtain a refund, less the retainer, then you must do only one thing: **You must come to the house of Tepin and preview the pictures and images just prior to delivery of the CD and/or any prints to the customer.** Once the CD and/or prints are delivered, then it is understood and assumed that the customer is happy with the work of Tepin. No refunds are given after the photography work is delivered to the customer. If the customer declines to preview this work prior to delivery, then customer waives the right to the guarantee and refund. Customer cannot expect Tepin to deliver the photography work and customer has the opportunity to make copies of the photography work and then try to obtain a refund from Tepin.
- Tepin agrees to wear appropriate business attire for the event acceptable to customer. If customer requires special attire, then customer shall provide it for Tepin.
- If customer hires Chaplain Robert (Bob) H. Walker B.Th. to perform a wedding ceremony, then he shall stay for the duration of the event as a lighting assistant and/or second photographer to assist Tepin with the event at no extra charge. He has permission to book an event for Tepin and all the same terms of this agreement apply to Robert Walker.

- Should the Customer cancel Tepin's services for the event on the date specified in the Agreement, the customer realizes that it could result in damages to Tepin. Since it is impossible to foresee the extent of these damages at that time, it is agreed that the retainer paid to the Studio will not be refunded, but rather be considered as liquidated damages to compensate Tepin for loss of income, rather than as a penalty.
- It is understood that Tepin is the exclusive official photographer, and others taking photographs will be permitted only at her discretion. This is to ensure that Tepin will be able to perform her required duties in a timely manner. If the customer wishes to have posed pictures taken, then it is best that the customer have the subjects available for Tepin to perform her duties. Tepin is happy to work with any other professional photographers hired by customer to insure adequate pictorial coverage.
- Digital and/or film still images will not be delivered until any balance is paid in full. To expedite development, all balances due should be paid by the day of the event. Customer can expect at least 50 pictures and/or digital images in CD format for each paid hour of time agreed upon.
- Although Tepin agrees to give digital images to customer, Tepin maintains copyright of all images and reserves the right to use wedding and/or event images and/or reproductions for display or publication and for her business promotional purposes. Customer is permitted to make unlimited reproductions for non-commercial purposes. Use of images for commercial purposes by the customer requires Tepin's written permission. Tepin will strive to deliver all images within (30) thirty business days.
- Tepin takes the utmost care with respect to the exposure, digital transfer and delivery of photographic images; however, in the event that Tepin fails to comply with any of the terms of the Agreement, for any reason, Tepin's liability is limited to refund of all monies paid by Customer. Tepin agrees to have redundant equipment in the case of camera failure to cover events. Tepin cannot be responsible for loss of any images due to unforeseen circumstances out of her control.

This includes, but is not limited to, catastrophic memory card failure, riots, and theft of equipment or acts of God.

- Tepin takes all precautions to arrive on time to event. In the unlikely case that the Photographer is unable to attend, for any reason, Tepin's liability is limited to refund all monies paid by Customer. Customer is free to hire, as many photographers as they feel is necessary, to cover an event.
- Wedding and/or event pictures are taken with available background. Photographer is prohibited from moving objects or performing any cosmetic duties. Performance of these functions is solely the responsibility of the customer.
- Indemnity clause: customer agrees to exempt Tepin from any and all claims, losses, injuries or damages incurred in the course of duties by her or any agent. Tepin can be held liable only when such claims occur as a result of gross negligence or willful misconduct of Tepin or one of her agents.
- The first hour of time for photography is \$350 and any additional time is charged at an agreed rate of \$350 per hour, or any portion thereof. Tepin will warn customer Ten (10) minutes prior to expiration of previously agreed coverage time, and will charge additional coverage at said rate if customer asks photographer to continue. There is a minimum 2-hour charge. This package includes prints and a CD with the digital images edited. Other packages available upon request.
- For all events four (4) hours and over, the customer will allow for an unpaid thirty-minute meal break for photographer(s). If food is being served to guests, then customer will supply a meal for photographer(s) of the same quality being served to guests, which is acceptable to the photographers.

- This agreement may not be modified without the express written consent of Tepin Kirdin or Robert H. Walker.
- If any part of this agreement is deemed unenforceable, then the remainder of the agreement shall be deemed binding upon all parties.
- The Venue for any legal action shall be Palm Beach County. Attorney fee's may not be collected by either party for any reason due to any legal actions.
- I have read and understand the above conditions and agree to them completely by my signature below. I shall supply Tepin with all contact information and any changes of time and venue.

Printed name of customer

Customer Signature

Date of signature

Address of Customer – (street address)

State, City and zip

Home telephone number:

Cell number(s): _____

Name of Venue

Contact name at Venue **Telephone number**

Street Address of Venue for event

City, State and zip code

Date and time of event:

Starting time and finish time for photography services:

Additional comments or instructions here: