

Beach Productions Wedding Contract

P.O. Box 223 • Kitty Hawk, NC 27949 • 252.207.2293 • info@beach-productions.com

The names you use below will be the ones used in your final bridal albums and DVD's

Brides full name: Grooms full name:

1. Mailing address to send final products to

Address:
Phone: () Cell: () E-mail:
Other

2. Wedding Information

The below information must be filled out as accurately as possible to avoid any confusion on the day of the event

Date: Wedding Phone: () Reception Phone: ()
Wedding Ceremony: Reception:
Wedding Address:
Reception Address:
Wedding Start Time: Reception Start: Reception End:

3. Packages – Please check one

Photography

| | |
|---|---|
| <input type="checkbox"/> Elopement Package | <input type="checkbox"/> Complete Coverage |
| <input type="checkbox"/> Elopement Package with CD | <input type="checkbox"/> Complete Coverage with CD |
| <input type="checkbox"/> Sea Breeze Package | <input type="checkbox"/> Complete Coverage with Album |
| <input type="checkbox"/> Sea Breeze Package with CD | <input type="checkbox"/> Complete Coverage with Album |
| <input type="checkbox"/> A Little Bit of Everything Package | |
| <input type="checkbox"/> A Little Bit of Everything Package with CD | |

Photography and Videography

| | |
|---|--|
| <input type="checkbox"/> Merlot Collection | <input type="checkbox"/> Merlot Collection with CD |
| <input type="checkbox"/> Riesling Collection | <input type="checkbox"/> Riesling Collection with CD |
| <input type="checkbox"/> Zinfandel Collection | |

Videography

Premium Wedding Video Package
 The "Whole Event" Wedding Video Package

4. A-la-carte

| | |
|--|--|
| <input type="checkbox"/> DVD Slideshow-Basic / \$250 | <input type="checkbox"/> Hard Covered Printed Proof Booklet / \$500 |
| <input type="checkbox"/> DVD Slideshow-Ultimate / \$500 | <input type="checkbox"/> CD of digital negatives / \$500 |
| <input type="checkbox"/> Projector Rental / \$400 | <input type="checkbox"/> DVD movie of wedding day images / \$250 |
| <input type="checkbox"/> Bridal Portrait / \$275 | <input type="checkbox"/> Thank you cards \$40(25)\$1.40 e thereafter |
| <input type="checkbox"/> Guest Signature Matte and Image / \$175 | <input type="checkbox"/> Gallery Wrapped Artistic Canvas Prints |
| <input type="checkbox"/> Printed Proofs in a box / \$.80 each | |
| <input type="checkbox"/> Printed Proof Magazine / \$6 per page | |

5. Terms

- \$300 due as early as possible to reserve the date. YOUR DATE WILL NOT BE RESERVED WITHOUT A DEPOSIT. Deposits received to reserve a date will be applied on a first come first serve basis, The remainder of the fee is due two weeks prior to the event.
- All music, CD's, and pictures to include in packages are to be delivered to Studio BEFORE THE EVENT.
- We reserve the right to reproduce any image or video for display or promotional purposes.
- Unauthorized duplication of photos or video from Beach Productions is strictly prohibited.

This contract and the times and events thereon is accurate to the best of my knowledge

Client

Signature: _____

Date: _____



Terms and Conditions

Payment

A \$300 deposit retainer must be paid at the time of booking with the balance due AND PAYABLE TWO WEEKS PRIOR TO THE EVENT DATE. This initial retainer is made to secure the date for the studio services. It is the client's guarantee that the studio will not book someone else in the client's time slot. The retainer is non-refundable. Beach Productions and the (bride/client) mutually agree to the terms and conditions of this contract. This agreement supersedes and replaces any previous document, correspondence, conversation or other written and/or verbal understanding. No photography/videography or other work will be permitted to leave the studio unless paid for in full. The contracting party will be billed for the entire order. A firm and binding agreement exists between studio and client only after this agreement has been properly executed and all fees paid within two weeks prior to the event.

Liability of Studio

The studio's liability is limited to a refund of money paid. In the unlikely event that a problem arises weather due to tardiness, bride/groom/vendor no show, accident, neglect, human error, camera error, loss of materials, power loss by utility companies, strikes or other labor disturbances, severe weather conditions of any type or other acts of God, wireless microphone interference, equipment or other failures, or any other event or act outside the control of this studio and the studio is unable to provide digital photos or video, all payments exceeding the non-refundable \$300 deposit will be refunded. The afore signed is hereby specifically put on notice and is hereby notified and agrees that photography/videography is not an exact science and that on certain occasions, film or other photographic/videographic material may be proven to be defective. The afore signed hereby agrees that in the event that any of the photographs/videos taken prove to be defective or in the event that certain photographs/videos don't come out, or in the event that the whole order is undeliverable because of defects in materials, afore signed hereby specifically waives any claims of negligence, breach of warranty, mental harm or distress due to the failure of the photographs/videos to be produced because of any defective materials, chemicals, equipment, or procedures. The failure of the photographer/videographer to take any or produce any specific photograph/video shall not be a defense to any action brought by the contracting party for monies due under this contract as long as sufficient photographs/video have been taken to cover the amount of the photographic/videographic order pursuant to this contract.

Negatives and Copyrights

Unless otherwise specifically agreed herein, this studio has the sole and exclusive right to hold all digital negative materials and make additional reproductions there from for Client. Unless otherwise specifically agreed herein, this studio has the sole and exclusive right to apply for copyright protection for all or any part of this Order. All digital negatives remain the property of this studio unless purchased or included herein. This studio has the right to use the digital negative materials for this Order and reproductions there from for the purposes of creating samples, displaying samples of the studio's photographic/videographic work, entry in photographic/videographic exhibitions and other contests, editorial or art displays and general display for the studio and advertising.

Creative Changes to Video

In the event of creative changes to DVD, Beach Productions can provide them for a fee. For video, creative changes start at \$400. Examples include changing placement of a song or taking parts in or out of the video. Creative changes include any change to the video not including pixelization of the image, or technical problems with your video, Beach Productions will fix this at no extra charge within 3 days of receipt or final notice of the product, whichever is first. If ANY photos or video are provided, there are no discounts or "cash back" under any circumstances. The studio is not responsible for loss of photo or video quality due to restrictions at event locations.

Itinerary

It is required that a written list of events, times, and people are given to Beach Productions at least two weeks prior to the event. The studio takes care in researching the itinerary for this event. An itinerary should be provided to the studio so that all main events are captured. In order for these events to be recorded on photo or video, they must occur within the time limits of the selected package. Coverage time starts at the agreed upon time set up by the client and the studio. If a written itinerary with specific times is not provided in the specified time listed above, and for any reason a major event is missed at either the ceremony or the reception, the studio is not responsible. Beach Productions is not responsible for any missed events such as toasts, special dances, or other any other events possibly discussed, but not specifically written on the contract and in possession of Beach Productions. Final changes pertaining to time and locations will be recognized no later than one (1) week before the event. If this information is not received, the Studio shall reserve the right to determine times, locations, and make alterations, if necessary, due to lack of such information.

Miscellaneous

Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration, and judgment upon the award by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties waive trial by jury, to the extent permitted by law, and expressly agree to mediation in any action, proceedings or counter claim bought by either party against the other, or any other matter what so ever arising out of, or in any way connected with this agreement.

This studio is hereby retained as the sole and exclusive photographer/videographer to perform the photographic/videographic services requested herein. Client shall take all necessary steps to insure that this provision is enforced.

- Shipping or mailing of any photographs at the Client's request will be done so at the Client's own risk. The photographer/videographer will not be responsible for delays, losses, or damages incurred while in transit.
- All provisions of this contract shall be binding and in full force and effective as to any subsequent orders for additional photographs/video placed pursuant to the contract.
- The photographer reserves the right to assign any competent employee or subcontractor to do the photographic work ONLY IF photographer is in a disabling accident or seriously physically ill.
- Only the terms written herein are binding on either party. No verbal statement will be accepted as part of this contract.
- The delivery and acceptance of any photography/videography by the contracting parties will be considered as fulfillment of this contract, unless by other written agreement.
- Errors and Omissions are not the responsibility of the studio.
- Your photos and videos will contain the exact names and spelling specified on the contract. It will be sent to the address provided. It is the responsibility of the client to provide all of the right information on the contract, and contact Beach Productions if there are changes in the address, phone number, or dates.
- This Studio has the right to cancel any contract with liability being limited to the refund of retainers paid to date.

Client Signature: _____

Management Signature: _____