

TERMS OF SERVICE AND DELIVERABLES

1. This agreement constitutes an order for wedding portraiture services, including all of the items in the initialed package below: Phillip Cummins Photography and Contracting Party (Client). It is understood that any and all rights to photos shall remain the property of the Phillip Cummins Photography and may be used for advertising, display or demonstrations thought proper by the Studio. Phillip Cummins Photography releases to client all rights to duplicate or print from media the photos received. Phillip Cummins photography must give specific consent in writing for client to use photos for other forms of advertisement for business or personal use not related to Phillip Cummins Photography. This use may require fee payment.
2. Phillip Cummins Photography delivers all photos to client on CD only unless the package agreed upon specifies otherwise (package lists the word "print" or "prints" when paper prints are delivered). All photos are digitally enhanced where necessary. This enhancement may include slight color correction, removal of unnecessary artifacts/distractions and/or use of digital photo filters and overlays.
3. If Phillip Cummins cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Phillip's or immediate serious family illness or injury, then Studio will return all fees to the Client(s) but shall have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, media card failure, or otherwise lost or damaged without fault on the part of Photographer. Client(s) agree that an entire wedding cannot be replicated, reenacted or repeated for the purpose of a re shoot and limits Studio's liability to the amount paid under this contract.
4. It is understood and agreed that no other professional photographer will be allowed to photograph or take pictures at the wedding while Phillip Cummins is working. Friends, family and guests of client are permitted to take photos; however, very rarely multiple flashes cause over-exposure.
5. On signing of this agreement by both parties hereto, and a deposit of _____ paid by client to Phillip Cummins Photography, Phillip Cummins Photography will reserve the time agreed upon and will not make another reservation for the specific time frame. For this reason, all deposits are non-refundable even if the date is changed or if the wedding becomes cancelled for any reason. Deposits are due 90 days prior to the wedding date specified in this agreement.
6. All remaining fees are due before any package photos, on any media, are delivered to the client. A further payment may be necessary for unexpected or agreed upon expenses such as parking, fuel, hotel charges, etc.

CLIENT INITIAL

CLIENT INITIAL

(continued page 2, packages)

Client must initial in the designated area for the chosen package. This binds the client to the fee listed in the package price (minus deposit listed above paid on the date of this contract).

PACKAGES

initial here:	initial here:	initial here:
PLATINUM \$1,200	GOLD \$1,000	SILVER \$850
Color Images 500 - 800	Color Images 300 - 500	Color Images 150 - 300
Black & White Images 100 - 150	Black & White Images 100 - 150	Black & White Images 75 - 125
1 - 16x20 Print (your choice)	1 - 16x20 Print (your choice)	150 - 4x6 Prints
2 - 8x10 Prints (our choice)	150 - 4x6 Prints	
150 -4x6 Prints (our choice)		
Engagement Session Included: Color Images 15-25 Black & White Images 15-25 1 - 11x14 Print 2 - 8x10 Print	Engagement Session Included: Color Images 10-15 1 - 11x14 Print	Engagement Session Included: Color Images 5-10 Black & White Images 5-10

The wedding date is scheduled for _____, _____.

Engagement session is to be scheduled by the client at least 60 days prior to the wedding date above. If a date is not scheduled the client forfeits the session portion of the package, but all other package options will proceed as agreed. Client Initial _____.

I / we, the undersigned Contracting Party, hereby warrant that I am / we are competent to contract in my / our own name(s). I / we confirm that I / we have read the herein agreement prior to its execution and I / we are fully familiar with the contents thereof. This agreement shall be binding upon us and our heirs, legal representatives and assigns. And, we certify that we have received a complete copy of this agreement with all blank lines completed.

It is the clients understanding that by obtaining multiple signatures below that Phillip Cummins Photography may seek remaining payment and/or fees from either party, either solely or jointly.

CLIENT SIGNATURE

DATE

CLIENT SIGNATURE

DATE

PHILLIP CUMMINS PHOTOGRAPHY

DATE