



Eni - Wedding :: Contract and Addendums

**Contract: Nyla Photography Contract****A. The Client**

Gregory Brophy  
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Entila Xhori  
Gregory Brophy

**B. The Event**

Date: Saturday, September 28, 2013

Ceremony Location: Stockton Seaview Hotel and Golf Club  
Reception Location: Stockton Seaview Hotel and Golf Club

**C. Services and Products**

- 10 Hours of Coverage on Wedding Day by Scott
- 2nd Professional photographer
- 600-800 High Resolution Images ( All images Color Corrected and Edited high resolution Jpegs)
- An online Gallery and shopping cart for 6 months if guests or anyone chooses to order prints from us.
- A High Resolution DVD of images with full printing rights

Total Price: \$4,000.00

Nov 12, 2012: \$1,320.00  
Mar 28, 2013: \$1,320.00  
Sep 14, 2013: \$1,360.00

**D. Terms and Conditions**

This photography contract is between Nyla Photography (hereinafter "Photographer" or "The Photographer" or "Photographers") and The Client as outlined in Section A, above (hereinafter referred to as "Client") relating to their wedding that will take place on Saturday, September 28, 2013.

**1. Exclusive Photographer**

The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the wedding day. Family and friends will be permitted to photograph at the wedding as long as they do not interfere with the duties of the Photographer and additionally will be asked not to take pictures while the Photographers are posing the couple, bridal party, or families. This is to avoid any distraction of the couple or bridal party during the photographic sessions.

It is understood that the Photographer is the exclusive official photographer retained to perform the photographic services outlined in this contract.

**2. Retainer and Payment**

The Client shall pay a retainer equal to 50% of package price to secure the services and products specified herein. Upon signing this contract the amount of the retainer shall be applied to reduce the total balance of the package. The final balance must be paid in no later than fourteen (14) days prior to the event.

**3. Cancellation or Postponement**

If the Client should cancel the event for any reason, the retainer will not be refunded. If canceling this contract the Client must notify the Photographer in writing. To consider a date change, the Photographer must first receive a written release of the current contracted date, which will null and void this written contract. If the Client needs to change the event date, all monies paid will transfer to the new date per a newly written and signed contract if that date is available for the Photographer. The new date must be within six months of the original date or the new contract will be subject to the Photographer's current rates. If the new date is unavailable with the Photographer, the contract will be canceled and the retainer will not be refunded.

#### 4. Copyright and Reproductions

The Photographer shall own the copyright for all images created at the event and shall have exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, studio samples, website/blog, self promotions, entry in photographic contests or exhibitions, instructional purposes, editorial use, or within or on the outside of The Photographer's studio. Any such use will be judicious and consistent with the highest standards of taste and judgment. If the Photographer desires to use images for uses other than those specified above, the Studio shall not do so without first obtaining written permission from the Client.

#### 5. Client Usage

The Client is obtaining photographs for personal use only and shall not sell prints or authorize any reproductions by parties other than The Photographer. If the Client is obtaining a print for a newspaper announcement of the wedding or similar use, The Photographer authorizes the Client to reproduce the print in this manner. In such event, the Client shall request that the newspaper run a credit to The Photographer with the image, but shall have no liability if the newspaper refuses or omits to do so. Usage of images that the Client receives on CD or DVD is outlined in Section 6, below.

#### 6. Release of Digital Negatives

The Photographer will release the high resolution files (digital negatives) to the Client 2-3 weeks after wedding date. All files are high resolution color corrected JPEGs.

These files will be delivered on multiple CD's or DVD. By releasing the digital negatives The Photographer authorizes the Client to use the images contained on the CD or DVD for their own personal use, including printing of the images at a lab of the Client's choosing. The Photographers are not responsible for the quality of enlargements from these files that have been taken to a non-professional and/or consumer photo lab. The images may not be sold or published without the written consent of the Photographer. The Photographer will retain the copyright of the images contained on the CD as well as the exclusive rights detailed in Section 4 "Copyright and Reproductions."

Client is responsible for backing up and preserving files. Nyla photography will not be responsible for archiving files after delivery of images. We recommend to make duplicate copies and back up files on external Hard Drives.

#### 7. Failure to Perform

If the Photographer cannot perform this agreement due to fire, casualty, act of God, illness, or any other cause beyond the control of the Photographer, then The Photographer shall return all monies paid, including the retainer, and shall have no further liability with respect to this contract. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or memory card malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event that Nyla photography fails to perform for any other reason, The Photographer shall not be liable for any amount in excess of the value of the Client's package.

#### 8. Photographer Substitution

In the extremely unlikely event of severe personal illness or other extreme Acts of Nature beyond the control of The Photographer which precludes the Photographer from performing the duties of coverage, The Photographer will attempt to arrange for a substitute photographer of high qualification, per Client approval of said photographer. The Client and The Photographer both assume the risks and dangers of The Photographer's travel and if the extremely unlikely event that a last-minute Act of Nature or travel disaster occurs while The Photographer is en route to the event the Photographer will refund the client all monies paid, including the retainer.

#### 9. Inherent Qualities

While The Photographer adheres to the highest standards possible with respect to photographic materials, the Client is aware that color dyes in printed photographic materials may fade or discolor over time due to the inherent qualities of the dyes and chemicals. The Client releases The Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities. If changes occur to any photographic materials which are greater than normal fading and discoloration, the materials will be replaced at the discretion of The Photographer.

#### 10. Standard Price List

The charges in this contract are based on The Photographer's standard price list. This price list is adjusted periodically and any future orders or additions to this contract shall be charged at the prices in effect at the time when the order is placed or change requested. Album and print orders require full payment in advance.

#### 11. Final Prints

Final Prints are individually edited for color correction, contrast adjustments, tonal adjustments, color enhancements, and conversion to black and white (if applicable). These images are used for online proofing, digital negatives, DVDs, proofs and albums. Additional modifications and enhancements are billed at the photographer's current retouching rates.

#### 12. Officiant and Venue Restrictions

The Photographer may be necessarily limited by the guidelines or rules of the ceremony official, ceremony venue, or reception venue. The Client understands and agrees that Nyla photography will abide by such guidelines or rules and that they are outside the control of Nyla photography. The Client agrees to hold Nyla photography harmless for the impact such guidelines or rules may have on the resulting photographs.

#### 13. Requested Photographs

While The Photographer will make every reasonable effort to take specifically requested photos, the Client understands that a wedding is an

uncontrolled event and that due to the varieties of the weather, available light, and willingness or availability of subjects, The Photographer cannot guarantee that any particular requested photo will be taken.

#### 14. Artistic License

The Photographer shall be granted full artistic license in relation to the poses photographed and the locations used. The Photographer will not be held responsible for the lack of coverage caused for the following reasons: The Bride, Groom, Family or wedding party not being on time, members of the wedding party or family are unavailable when called on for a posed photograph, the wedding running late or if restrictions regarding photography at the desired location of the wedding are in force.

#### 15. Event Food Service

A meal must be provided by the Client for The Photographer and their team for all events. If no meal is provided by the Client, it is understood that the Photographer will leave the event to purchase a meal.

#### 16. Shipping and Handling

Nyla photography will be responsible for shipment of digital negatives and albums within the Continental United States. Shipments outside of this area will be covered by client.

#### 17. Insurance

The Photographer maintains business liability insurance with The Hartford Insurance to protect the Client from claims by the property owner for accidental damage the Photographer and staff may cause. Certification of insurance is available upon request.

#### 18. Additions and Subtractions

The Photographer and the Client agree that the Client shall have the option of making additions to the list of ordered products and services, listed in Paragraph C, which may change the total balance. Photographer and Client agree that any additions to the product list shall be made within 60 days prior to the wedding date, listed in Paragraph B.

Further, the stated price for the products added shall be the actual amount added or and no penalty shall be charged in the event additions are made, unless both parties agree to such extra charges or if The Photographer can demonstrate that it will be materially affected or prejudiced by the proposed addition o of products.

#### 19. Album Ordering / Client image choices

Client agrees that they will choose their album images within 12 months from wedding date. Failure to choose album images within 1 year may result in an increase in their purchased album cost due to inflation of product costs by manufacturer.

#### 20. Miscellaneous

This contract incorporates the entire understanding of both parties. Any modifications to this contract must be in writing and signed by both parties. Any adjustments to this contract cannot reduce the total overall dollar value. This contract shall be governed by the laws of the State of Pennsylvania.

This contract was signed on Nov 13, 2012 by gregory brophy at 1:31 AM UTC.

This contract was signed on Nov 13, 2012 by Scott Gunnells at 3:29 PM UTC.