



www.carloslerma.com

INFORMATION

Name Groom's: _____ Bride's: _____

Phone Groom's Home: _____ Groom's Cell: _____

Bride's Home: _____ Bride's Cell: _____

Email Groom's: _____

Bride's: _____

Present Address: _____

Future Address: _____

Event Date: ____ / ____ / 20____

Ceremony Location: _____

Reception Location: _____

Time Ceremony to Begin at: ____:____ AM/PM

Time Reception Scheduled to End at: ____:____ AM/PM

Does video/photo coverage start at bride's home or other location? _____

Rehearsal Date and Time _____ :____ AM/PM

PLEASE WRITE DIRECTIONS TO CEREMONY AND RECEPTION

Do you have a wedding coordinator or consultant? _____ Name _____

What time is the bride arriving? ____:____ What type of car? _____

Will bride be dressing or staying in a separate room at church? _____

PRICING

Package plan details: _____

Photography/Videography fee agreed to: \$ _____

\$ _____ Additional

\$ _____ Additional

\$ _____ Additional

\$ _____ Additional

\$ _____ Additional

\$ _____ Sub Total

\$ _____ Sales Tax

\$ _____ Total

\$ _____ Booking Fee

\$ _____ Balance due two weeks prior to event.

AGREEMENT

1. This agreement constitutes an order for wedding photography/videography services, including the capturing of the wedding ceremony, reception, bridal, or engagement as described herein as photographs as agreed to by the photographer/videographer (Carlos Lerma and/or Carlos Lerma Photography, hereinafter known as the "Consultant"), and the Contracting Party (hereinafter collectively known as the "Parties"). It is agreed and understood that the proofs shall remain the property of Carlos Lerma. It is agreed and understood that any and all or sample photographs/footage, negatives or previews and any and all rights to them remain the exclusive property of Carlos Lerma and may be used for advertising, display or any other reasonable purpose by the Photographer. It is ILLEGAL to copy or reproduce these photographs, videos, or DVD's, elsewhere without Carlos Lerma "consultant's" permission, and violators of this Federal Law will be subject to its civil and criminal penalties.

2. The contracting party grants the photographer/videographer a model's release for all purposes. The contracting party agrees to indemnify and hold harmless the photographer/videographer from any action by a person at their wedding whose image is used by the "Consultant" and from whom the "Consultant" does not have a model's release.

3. It is understood Carlos Lerma/"Consultant" is the exclusive official photographer/videographer retained to perform the photographic/cinematographic services requested on this Contract. Any such conduct shall constitute a breach of this agreement, and therefore, subject the contracting party to non-completion of the job by the "Consultant" with no liability to the "Consultant" or Redwood Media Group and shall result in the loss of any deposit(s) made by the Contracting Party.

4. Upon signature, the "Consultant/Carlos Lerma" shall reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, unless Redwood Media Group/Consultant is able to fully replace the cancelled reservation, all deposits/reservation fees are non-refundable, even if the date of the wedding is changed wedding is cancelled for any reason.

5. No part of any order, including previews, will be delivered until the balance is paid in full.

6. If the Consultant/Carlos Lerma cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to "Consultant" illness or emergency, then the "Consultant/Carlos Lerma" shall return the deposit to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic/video materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Consultant. In the event the Consultant fails to perform for any other reason, the Consultant shall not be liable for any amount in excess of monies paid.

Contract

7. Contracting party is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases "Consultant" from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities. "Consultant" agrees to use only commercially acceptable materials, however, Photographer/Videographer makes no representations or warranty as to the colors reproduced in videos, or DVD's. Color permanency may vary over the years.

8. The charges in this Contract are based on the "Consultant" Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

9. This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties. This agreement supersedes and replaces any previous document, correspondence, conversation or other written and/or oral understanding. 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 or proceedings brought by either party against the other, or any matter connected with this agreement.

10. The booking fee to hold the day is \$500 of final cost unless stated other wise by written agreements. No dates are reserved or held until the booking fee and a signed contract is received. The booking fee is refundable if canceled 60 days before the wedding. The balance is due 2 (two) weeks before the wedding date. Should the Contracting Party not pay the balance of the total cost at least one week before the Contracting Party's event date, then the Contracting Party's booking fee will be forfeited and the "Consultant" Photographer will be under no further obligation to the Contracting Party.

11. Client assumes all responsibility for obtaining any necessary permission, clearance permits, access to, hook up fees and admission which may be required to capture the event. The video/photo is for private home use only, and the Contracting Party assumes full responsibility and liability for any public performances or display.

12. The contracting party agrees to pay any costs associated with on location photo shoots on private property in any case where the property owner requires payment for the use of facilities. Decision on any such cost will be at the desire of the contracting party.

13. The contracting party agrees to provide as a minimum one half-hour break during the reception coverage to provide "Consultant" and crew with the opportunity to eat. If the "Consultant" has to leave the premise to eat the "Consultant" is not responsible for any events missed.

14. DVD-R's: The disc you receive if digital files are release/paid for, is 100% DVD-R compliant and needs to be played on DVD-R compliant players only. There is no guarantee that your DVD-R will play in your DVD player or computer if not on approved list.

15. PRODUCTION MATERIAL: Including: Invitation, Program, Music, Directions and Planning Guide are due two weeks before event date.

16. DELIVERY OF PRINTS/CD OR FILM COVERAGE DVD-R/VHS: Delivery of any prints/CD or DVD are based off the package plan or agreed upon options specified in the pricing section of the contract. Items will be delivered *approximately 3 months after the event but are not limited to. The "Consultant" cannot accept responsibility for material lost or damaged in transit.

SIGNATURES

Signature of the Photographer/Videographer: _____

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.

Signature of Contracting Party: _____

Signature of Contracting Party: _____

Date: ____ / ____ / 20____

Contract