

# Wedding Photography Agreement

Between

**Blue Rose Photography, PC Medics, Inc. &**

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Blue Rose Photography is a trade name and is wholly owned by PC Medics, Inc. This agreement is between PC Medics, Inc. of 2319 N Broad St, Camden South Carolina, 29020 (Photographer) and above as stated (collectively the “Bride & Groom”) for the purposes of providing photography services for the following sessions:

(Please Refer to the Sessions Sheet)

## **1. Scope of Work:**

Photographer shall provide photography services for Bride and Groom consisting of:

(Please Refer to the Price Sheet for Package Details)

PC Medics, Inc will process and color correct any and all photos and provide them on CD/DVD at the resolution stated in the package within fourteen (14) days of the date the photos were taken for engagement and bridal sessions and thirty (30) days for all other events. If bride and groom wish to be present during the processing and color correcting processes PC Medics, Inc will make an attempt to accommodate them on select packages.

Photographic Prints are sent off to a Kodak Print Lab after they are processed by PC Medics, Inc and after an order is placed by Bride and Groom. Bride and Groom must place an order even for photographs included in a package before PC Medics, Inc will submit a print order. Once an order has been submitted typical turnaround time is fifteen (15) business days. Urgent orders can be expedited at current expedited charges when our vendors will allow, in any case PC Medics, Inc cannot be held reasonable for lost or misplaced packages by USPS, USP or Fed-EX or similar currier.

Canvas Prints are sent off to a Giclee Print Lab after they are processed by PC Medics, Inc and after an order is placed by Bride and Groom. Bride and Groom must place an order even for photographs included in a package before PC Medics, Inc will submit a print order. Once an order has been submitted typical turnaround time is thirty (30) business days. Urgent orders can be expedited at current expedited charges when our vendors will allow, in any case PC Medics,

Inc cannot be held reasonable for lost or misplaced packages by USPS, USP or Fed-EX or similar carrier.

## **2. Fees, Cancellations and Rescheduling:**

Photographer shall provide photography services describe above for the fee as stated on your invoice. Bride & Groom agree to pay to Photographer the full payment prior to PC Medics, Inc booking your date(s). Bride & Groom agree to pay any additional expenses as described in clause 3 below. In the event that wedding is cancelled by Bride & Groom for any reason, Bride & Groom agree to a refund based on the following Refund schedule.

More than 90 days before scheduled event:	%50 of invoice
Less than 90 days more than 60 days	%25 of invoice
Less than 60 days more than 30 days	%10 of invoice
Less than 30 days before scheduled event	NO REFUND

All refund requests must be put in writing and made in person or through certified mail. PC Medics, Inc will issue any refund due within 90 days of request in form a company check. PC Medics, Inc Reserves the right to review each refund request and at its sole discretion issue a refund amount in excess of the refund schedule for extreme and companionate situations.

Any and All Rescheduling Requests must be made in writing and made in person or through certified mail. PC Medics, Inc reserves the right to attempt to accommodate the request or to view the request as a cancellation. If PC Medics, Inc at its sole discretion is able to accommodate a reschedule request, any additional expenses paid will be forfeited and re-billed, a penalty not to exceed ten (10) percent of your package may be assessed. Any new additional expenses and penalties must be paid prior to re-booking your new date.

## **3. Additional Expenses:**

Bride and Groom shall pay any and all additional cost incurred by PC Medics, Inc, additional cost may include but not limited Travel, Hotel, and Admission Fees. PC Medics, Inc will calculate Travel and Hotel Expenses at time of booking. Calculated charges will be line itemed on the invoice and must be paid in full at time of booking. Charges for calculated expenses are not refundable and are exempt from the refund schedule.

Food Charges: PC Medics, Inc does not charge for expenses on food. PC Medics does not require its clients to provide food. Client understands that PC Medics, Inc requires its employees to take a 15min break every 5 hours.

Travel: Travel Charges within 40 miles of Columbia (29210), Camden (29020), Greenville (29601), and Spartanburg(29301) South Carolina will not be billed; any location outside of this area will be billed at a rate of 0.35 cents per mile, mileage will calculated using software based mapping with a zip code to zip code feature. PC Medics, Inc. Travel charges are due at time of booking and are not refundable. *Example travel to Charleston South Carolina from Camden South Carolina is 151 miles; this will be billed for \$105.70 for the round trip.*

Hotel: If at the sole discretion of PC Medics, Inc hotel rooms are needed then client will be informed at time of booking. Any and all hotel charges will be due at booking and will not be refundable.

Admission Fees: These fees are any fees PC Medics, Inc may have to pay to get the photographers access to locations you may choose to have your photographs taken. In all cases bride and groom are require to pay these fees directly to the party charging the fee, at the time they are incurred.

#### **4. Indemnification:**

Bride and Groom shall indemnify and hold harmless Photographer from any loss, damage or liability resulting from Bride and Groom's violation of the terms of this Agreement or any agreement involving Bride and Groom and the Photographer. Bride and Groom shall indemnify Photographer and hold him harmless from and against any claim by any other person or entity resulting from the performance of his services under this agreement.

#### **5. Arbitration:**

Any dispute arising under or in any way related to this agreement shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of South Carolina. The arbitration shall be binding on the parties and the arbitration award may be confirmed by any court of competent jurisdiction.

#### **6. Assignability and Parties of Interest:**

Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, will confer upon any person or entity not a party to this Agreement, or the legal representatives of such person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of this Agreement, except as expressly provided in this Agreement.

#### **7. Independent Contractors:**

In providing services pursuant to this Agreement, the Parties shall be independent contractors, and no party to this Agreement shall make any representations or statements indicating or suggesting that any joint venture, partnership, or other such relationship exists between any of the parties except as set forth herein.

#### **8. Entire Agreement:**

This Agreement constitutes a single integrated contract expressing the entire agreement of Bride and Groom and Photographer with respect to the subject matter hereof and supersedes all prior

and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof, and, except as specifically set forth herein, there are no other agreements, representations, promises or inducements, written or oral, express or implied, between the parties hereto with respect to the subject matter hereof.

**9. Amendment and Waiver:**

This Agreement and each provision hereof may be amended, modified, supplemented or waived only by a written document specifically identifying this Agreement and duly executed by each party hereto or the authorized representative of such party. Except as expressly provided in this Agreement, no course of dealing between the parties hereto and no delay in exercising any right, power or remedy conferred hereby or now or hereafter existing at law, in equity, by statute or otherwise, shall operate as a waiver of, or otherwise prejudice, any such rights, power or remedy.

**10. South Carolina and Kershaw County:**

This Agreement was negotiated, executed and delivered within the County of Kershaw in the State of South Carolina, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the internal laws (and not the conflict of laws) of the State of South Carolina applicable to the construction and enforcement of contracts between parties. Any action or proceeding arising out of, relating to or concerning this Agreement, including, without limitation, any claim of breach of contract, shall be filed in the Municipal Court of Kershaw County, South Carolina, and in no other location. The parties hereby waive the right to object to such location on the basis of venue, residence or similar claim.

**11. Counterparts:**

This Agreement may be executed in counterparts. The execution of a signature page of this Agreement shall constitute the execution of the Agreement, and the Agreement shall be binding on each party upon the date of signature, if each party executes such counterpart.

**12. Severability:**

If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

**13. Copyright:**

Any photographs and or artwork produced with equipment owned and maintained by PC Medics, Inc or any of its employees becomes the sole property of PC Medics, Inc. PC Medics, Inc gives its consent to the client re-producing any images given to client via CD/DVD or scans of prints for non-commercial personal use only. PC Medics, Inc will only sell pictures directly to the

client; client may furnish PC Medics with a written approved person(s) list to allow direct sales. PC Medics, Inc may post an online gallery with images for sale, in such case the online gallery will be private and a username and password will be required to gain access described in clause 14 below. PC Medics, Inc. will make a good faith effort not sell any photograph to the general public in which at it sole discretion deems any person(s) is identifiable. PC Medics, Inc does reserve the right to use any photograph or artwork for its own commercial purposes such as but limited to portfolio and advertising.

**14. On-Line Gallery:**

PC Medics, Inc. may publish to a 3<sup>rd</sup> Party online gallery with pictures from your event in which end users may purchase photographic prints, such an online gallery will be a private gallery secured with a user name and password and an end user has to know the URL. PC Medics, Inc. cannot be held responsible for any actions of any 3<sup>rd</sup> party vender. PC Medics also make no claim that the quality and pricing of prints from any 3<sup>rd</sup> party vender will be the same as prints ordered directly from PC Medics, Inc. Please chose one of the following and initial:

\_\_\_\_ I do not want a online gallery

\_\_\_\_ I want a online gallery, do not give out my username and password

\_\_\_\_ I want a online gallery, please give out the URL, username and password to my friends and family that attend my events

**15. Modeling:**

As described in clause 13, PC Medics, Inc retains all copyrights and may use at its sole discretion any photograph or art work for portfolio, advertising purposes or similar commercial purposes. Should PC Medics, Inc use a photograph or Art work in which any person(s) is identifiable for such purposes then person(s) waive any claim to compensation for modeling or any similar claims.

**16. Insurance, Safety, and Free Will:**

PC Medics, Inc. and its employee's are fully insured. PC Medics, Inc makes no claim that our insurance covers clients outside of our offices. Client understands that the places chosen and positions clients may pose in active or stationary are done so under clients own free will, even if a photographer is directing a photographic session. Client will hold PC Medics, Inc harmless from any personal injury and or property damage that may occur during any event and for any reason.

**17. Clause Headings:**

The clause headings in the Agreement are for reference only and do not form a part of this Agreement.

Blue Rose Photography  
PC Medics, Inc  
2319 N Broad St  
Camden, SC 29020

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Matthew Job – Owner

Phone: \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_