



WEDDING SERVICES AGREEMENT CONTRACT

It is understood that **Lavallee Photography** (hereinafter “**LP**”) hereby agrees to perform the photography services as outlined below, and _____ (hereinafter “Client”), agrees to the terms set forth below, acknowledges a receipt of such contract and agrees to make the payment as outlined below.

It is understood that **Lavallee Photography** is the exclusive official professional photographer and others taking photographs will be permitted only at our discretion.

LP shall have the right to remove or insist upon the removal of any person(s) that may interfere with our ability to provide our services.

The Client’s failure to comply with the requests of the photographer(s) shall constitute a breach of this Service Agreement by the Client and relieve the photographer(s) of all obligations, liabilities, and loss of initial retainer made by signing party.

All negatives, photographs, digital images and/or videotapes created by **LP** are copyrighted and protected by the Federal Copyright Law of the United States of America. Failure to comply will result in legal action.

1. **LP** reserves the right to use all photographs for print competition, display, slides, publications, exhibition, general advertisement, or any other positive purposes thought proper. All digital files and negatives will remain the exclusive property of **LP** unless otherwise stated and agreed upon.
2. Payment schedule is as follows:
 - 1/2 payable at signing of this Agreement to secure date
 - 1/2 before the session

Fee’s are detailed in the attached “Addendum A”.
3. Upon signing this Agreement, **LP** reserves the date and time agreed upon. In case of a postponement and/or cancellation by the Client the retainer paid is nonrefundable. The Client has the option of rescheduling its session to occur within thirty (30) calendar days with the original deposit being applied forthwith. The remaining balance on contract must be paid by certified funds at least 4 days prior to the scheduled event.
4. In the event of a Statewide closures, or recommended closures by the Governor, a pandemic or other natural disaster, including but not limited to COVID-19, then the Client has the option of rescheduling its session within sixty (60) calendar days of the end of the Statewide closures, or

recommended closures by the Governor, a pandemic or other natural disaster, with the original deposit being applied forthwith. The selected new date must be available for **LP** and must be within six (6) month of the end of the Statewide closures, or recommended closures by the Governor, a pandemic or other natural disaster. The Client shall pay one-quarter of the contract to **LP** at the time of the rebooking. The remaining balance on contract must be paid by certified funds at least 7 days prior to the scheduled event.

5. There is an additional \$125.00 fee (per photographer) for providing our services during a holiday weekend. Example: Independence Day (Fourth of July), Labor Day, Memorial Day, Mother's Day, Father's Day, Thanksgiving, Christmas).
6. Any other expenses such as bridge toll, park admission, parking, etc., will be charged to the Client. A separate invoice will be submitted to the Client after the session.
7. Hourly Rate per photographer (hereinafter "HRP"): \$ 60.00 (First 6 scheduled hours)
8. Hourly Rate per photographer (hereinafter "HRPE"): \$ 100.00 (additional hours after the first 6 that were scheduled in advance, or any unscheduled additional on time.)
9. Hourly Rate for offsite processing is \$45.00/hour. This is required for HDR's, geo-tagging, and photo editing. If the Client wants this service, one hour per hour onsite is required. This basic processing includes: Combination of any HDR's, geo-tagging of all outdoor photos where GPS signal was available, touch up of color balance, and framing. Other more advanced services are by request, and additional contract must be signed to state before work is performed.
10. Photography session will start at _____ a.m./p.m. on _____ (date) at _____ (address) and will end at _____ a.m./p.m. that same day, which consists of _____ hours. ___ Photographers will be used for the session. Sessions will consist of a minimum of two (2) hours. If additional hours are required, the Client will be charged for additional hours at a rate of HRPE. Payment of any such additional charges will be due and payable at that time by, cash / credit card only.
11. **The Client will provide** meals (including wedding cake) the day of the event for LP's Photographer(s) and any assistants.
12. **The Client will provide** (or negotiate with vendor to provide) a table at the reception for LP to use to setup a computer and monitor. This will be used display pictures from the Wedding and should be located in a prominent space directly off the dance floor. The table shall be at least 48" x 24". It shall have at least 2 3-prong 110V outlets for power & a chair. In the event this clause is not fulfilled by Client, Client agrees to pay LP US\$500 additionally before photos, or other goods are delivered to Client.

13. If the package that the Client books includes attendance at a **rehearsal dinner** (aka practice) then LP shall be notified at least 60 days in advance of the date/time/location of said event by Client.
14. Approximately 3 days after the session, the original images will be posted on the Internet for your viewing and ordering. You will be notified when the images will be available on the site. Any purchased images included in your package will also be burned to DVD in TIFF format and mailed to Client at their mailing address. It is Client's responsibility to make sure LP has the current mailing address. In the event of non-delivery due to incorrect address, the Client will have to pay \$50 for a replacement to be created. This DVD will include a NON-EXCLUSIVE license to use the images for personal use.
15. **LP** will use his/her best effort in finding a suitable positioning and/or background scenery to photograph, unless restricted by matters beyond our control. The Client choice of apparel or closing of eyes of various parties is beyond the control of the photographer. Retouching service to open eyes, removal of objects, changing backgrounds or adding/deleting a person from a photograph is possible at an additional cost. This is not included in the default processing and must be ordered separately. Retouching for acne, softening of facial lines, or removing glare from glasses is charged as an additional fee, per image and per print. This is not included in the default processing and must be ordered separately. A separate contract must be provided and signed by the parties before actual work is completed.

You can select a theme for the session and help create the theme you have in mind. A portrait (chosen by you from your originals) can be framed and displayed in the comfort of your home. Share your fun, exciting session with others you know and receive a gift if your referral books a session with us. Ask about the many other possibilities after your portraits have been created.
16. The Client will be responsible for any shipping and handling of photographs, original album, final portrait, framing and/or anything sent out of state. Whenever necessary, Express Mail is the preferred delivery service.
17. In the event you breach this Agreement, you agree to pay all of **LP's** costs, expenses, and reasonable attorney's fees incurred in successfully enforcing the provisions of this Agreement against you.
18. In the event LP is no longer doing business in the geographic area and is unable to perform this event, the client will be notified as soon as possible, and any deposit made will be returned promptly with said notice. LP shall use all best efforts to find a suitable replacement photographer for the event. In the event that LP cannot find a suitable replacement then LP shall provide the Client with written notice. By giving written notice and returning any deposits

completely terminates any and all obligations by either party of all terms of this contract and shall hold the other harmless.

19. The laws of the State of Massachusetts shall govern this Agreement.
20. When the Client is an Organization, LP reserves the right to insist upon payment directly from the Organization and to reject payment in the form of checks from the Client Organization's individual members ("Third Party Checks"). If LP accepts any Third Party Checks from the Client Organization, and such checks are returned "NSF", Client Organization shall, upon receiving notice from LP, immediately pay and reimburse LP for the amount of such checks together with any NSF charges and other expenses incurred by LP in connection with such Third Party Checks. If Client Organization fails or refuses to reimburse LP within 15 days following such notice, LP may pursue its legal remedies to collect such amount from Client Organization and, if successful, Client Organization shall also pay LP for all collection costs and expenses including reasonable attorneys fees.
21. Client hereby releases **LP** and its trustees, officers, employees, agents and students from any and all liability whatsoever arising out of or in connection with photographic services rendered. Client also agrees to indemnify and hold harmless LP and its trustees, officers, employees, agents and students from any and all claims, suits, losses, costs, damages, expenses, injuries or death arising out of or in connection with its photographic services, including but not limited to, claims based on alleged defamation, invasion of privacy or on infringement of rights to copyright, trademark, service mark or other intellectual property, together with any legal expenses that may be incurred by the Client in defending any such claim. The terms and conditions of this Section shall survive expiration, termination and /or cancellation of this Agreement.
22. The Client agrees to the above terms and conditions, which have been read and fully understood at the signing of this Agreement.

If you have read the above terms and they are clear to you, please sign and date this Agreement below:

Signature of Warren Lavallee

Lavallee Photography _____ Date _____

250 Commercial St #450, Worcester, MA 01608, (508) 925-0003

Signature of

Contracting Client _____ Date _____