

Agreement Form

Partner 1: Connie Sutherland & Partner 2: Mathew Chidlow

Date of Wedding: 08/04/2023

AGREEMENT OVERVIEW: This Agreement expresses the full and complete agreement between the CLIENTS (Partner 1 and Partner 2, named above) and AMITY PHOTOGRAPHY (Hereafter referred to as AMITY PHOTOGRAPHY) regarding the subject matter hereof. It supersedes all prior agreements. The only way to add or change this agreement is to do so in writing, and agreed by all parties.

COOPERATION: Unless otherwise noted, AMITY PHOTOGRAPHY, its associates or employees will be the exclusive photographer(s) at this event. The Parties agree that good faith cooperation and communication between them is important in obtaining a good result. AMITY PHOTOGRAPHY recommends that CLIENTS identify to the photographer(s) important individuals during the event and during associated portraits, if they wish to have them photographed. AMITY PHOTOGRAPHY or the photographer(s) will not be held accountable for not photographing desired guests if there is no one to assist in identifying and gathering people for photographs. AMITY PHOTOGRAPHY is not responsible if key individuals fail to appear or cooperate during photography, or for missed images due to details not revealed to AMITY PHOTOGRAPHY or beyond the photographer(s) control.

HOUSE RULES: CLIENTS agree and understand that the photographer(s) are limited by the guidelines of the ceremony official or reception site/venue management and CLIENTS agree to accept the results that may occur from said guidelines. Negotiation with the officials/management for moderation of guidelines is solely the CLIENTS responsibility.

IMAGES, EDITING and COPYRIGHTS: Photographs/images produced by AMITY PHOTOGRAPHY are protected by Copyright Law (all rights reserved). Upon final payment by CLIENTS, CLIENTS are allowed to display resulting images for personal use. Said images may not be altered or reproduced in any manner without prior written permission of AMITY PHOTOGRAPHY. CLIENTS will receive a high resolution digital disk/USB with printing rights, and may make prints for personal use, but may not copy, or re distribute the disk/USB for commercial use. The CLIENTS must obtain written permission from AMITY PHOTOGRAPHY prior to the CLIENTS, their associates, friends or relatives selling the photographs or publishing them commercially (Eg. Newspaper, Magazine). Whilst AMITY PHOTOGRAPHY's editing style is quite complimentary, please note below, what defines AMITY PHOTOGRAPHY's "edited" images. AMITY PHOTOGRAPHY's edited images include colour correction, colour enhancements, exposure correction, and shadow and highlight recovery, lens correction, and a little artistic flare. AMITY PHOTOGRAPHY's edited images do not include retouched or photoshopped images. This is a service AMITY PHOTOGRAPHY does not offer. Retouching/photoshopping images can be an art form in itself, and can require extensive, skilled work. AMITY PHOTOGRAPHY can however lead you in the right direction and offer guidance on where you can source this. Please note, AMITY PHOTOGRAPHY will usually re touch a few photos within a wedding collection. This is at AMITY PHOTOGRAPHY's own discretion whilst editing, and usually does not extend beyond 50 images. Eg. AMITY PHOTOGRAPHY will fix a large pimple, or smooth the skin on what she thinks to be "the money shot".

MODEL RELEASE. The CLIENTS hereby grants to AMITY PHOTOGRAPHY and successors, heirs, executors, administrators, assigns, attorneys, representatives and agents, the irrevocable and unrestricted right to use and publish photographs of the CLIENTS or in which the CLIENTS may be included, for editorial, trade, advertising or any other purpose and in any manner or medium; to alter the same without restriction; and to copyright the same. The CLIENTS hereby release AMITY PHOTOGRAPHY and all associates representatives and assigns from any and all claims, actions, demands, suits, liabilities, damages, expenses, and obligations of any kind arising from, or related in any manner to AMITY PHOTOGRAPHY'S use of said images.

LIMIT OF LIABILITY: In the unlikely event that the photographer(s) are injured, become too ill, or has an emergency that prevents them from photographing the event, AMITY PHOTOGRAPHY will make every effort to secure a replacement photographer. If a suitable replacement is not found, the CLIENTS agree that responsibility and liability of AMITY PHOTOGRAPHY to the CLIENTS is limited to the return of all payments received for the event. AMITY PHOTOGRAPHY takes the upmost care with respect to exposure, storage, and processing the photographs/images, but cannot and does not, guarantee that photographs/images of the event will not be lost, stolen, or destroyed for reasons within or beyond AMITY PHOTOGRAPHY control. CLIENT agrees that AMITY PHOTOGRAPHY or the photographer(s) full and complete responsibility and liability is limited to the return of all payments received for the event.

COMPLETION SCHEDULE: Images are expected to be edited within 6-8 weeks after the event date. CD/DVD/USB delivery is expected within 8-10 weeks, and up to 12 weeks if located internationally. Printed items and albums will require additional time. Sneak peaks will go on the website 24-48 hrs after the wedding.

ALBUMS/PRODUCTS: Album images are chosen by AMITY PHOTOGRAPHY's principle, Louis Lemessurier. Once designed, the design may be viewed by the CLIENT for final approval. Minimal changes may be made at that time, but no changes may be made after final album approval. Changes in more than 20% of pages may incur additional charges. Production and delivery time for albums will be approximately eight weeks from final approval date. All prices are pick-up-only. If you would like your album mailed/shipped, please contact Louis for a custom

HOURS OF COVERAGE: Hours of coverage are continuous. Louis Lemessurier and his team will take small breaks as necessary throughout this period and will confide in the CLIENT before doing so. AMITY PHOTOGRAPHY will notify CLIENT(s) on the night when photography coverage is ending.

PACKAGE CONTENTS: Your wedding package will include our photography services for 8 hours of your wedding day. You will have 1 photographer on your wedding day. In this package you will receive 800 edited photos, 150 'sneak peek' photos 1 day after your wedding and full videos of your ceremony, speeches and first dance.

PAYMENT: The total owing for the full package is \$2500.00. The retainer will be of value \$1000.00. The remainder of the payment has to be paid in full one week before the wedding. No extra charges can be billed to the CLIENT(s) by AMITY PHOTOGRAPHY. If the invoice is paid in full on the booking, a 10% discount will be applied to the total cost.

SIGNED: _____ & _____