



Wedding Services Agreement

This agreement is between Mountain High Photography (“Photographer”) and

Name(s): _____

Address(s): _____

Phone Number(s): _____

The parties aforementioned, and who shall be collectively referred heretofore as the “Bride & Groom” and “Photographer”, agree with Mountain High Photography to provide videography services for the following times and locations:

Date: _____

Start Time: _____

End Time: _____

Location 1: _____

Location 2: _____

Location 3: _____

Location 4: _____

1. Scope of Work:

“Photographer” shall provide videography services for the “Bride & Groom” consisting of:

Number of Hours:_____

Number of Locations:_____

Package(s):_____

Extra(s):_____

2. Fees:

“Photographer” shall provide videography services as described above for “Bride & Groom” for the fee of:

Total Package Amount:_____

Tax Amount:_____

Total Amount Due:_____

Retainer Due:_____

3. Payment:

The “Bride & Groom” agree to pay to “Photographer” the payment due no later than 5 (five) days prior to the wedding date. This is to include any additional expenses as described in clause 4 (four) below and no later than 7 (seven) days after wedding date. In the event the wedding is cancelled by the “Bride & Groom” for any reason whatsoever, “Bride & Groom” agree to forego return of the payments made.

4. Additional Expenses:

“Bride & Groom” shall provide food and beverage for “Photographer” during the reception. “Bride & Groom” shall also cover mileage costs with a maximum rate cap of \$300.00 if out of the local area.

5. Indemnification:

“Bride & Groom” shall indemnify and hold harmless “Photographer” from any loss, damage or liability resulting from “Bride & Groom’s” violation of the terms of this Agreement, or any Agreement, involving “Bride & Groom” and the “Photographer”. “Bride & 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.

6. 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 or another location mutually agreeable to the parties. This arbitration shall be conducted in the state of New York. The arbitration shall be binding on the parties and the arbitration award may be confirmed by any court of competent jurisdiction.

7. 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 thereof 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.

8. Independent Contractors:

In providing services pursuant to this Agreement, the Parties shall be independent contractors. 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.

9. Entire Agreement:

This Agreement constitutes a single integrated contract expressing the entire agreement of "Bride & 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.

10. 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.

11. New York Law and Location:

This Agreement was negotiated, executed and delivered within the State of New York, 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 New York applicable to the construction and enforcement of contracts between parties residing in the State of New York which are entered into, and fully performed, in

the State of New York. 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 state courts of Erie County, New York, or in a United States District Court in the Southern District of New York and in no other location. The parties hereby waive the right to object to such location on the basis of the venue.

12. 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 the signature if each party executes such counterpart.

13. Sever-ability:

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.

14. Unacceptable Quality:

Where services provided are not of acceptable technical quality, making it unfit for the purpose of its specified use, then no fee or job-related costs are due to the Photographer. The Photographer has the right to rectify the defect causing the rejection within a reasonable time, having regard to the urgency of the work. If rectified, the Photographer is entitled to their fee and service-related expenses and may charge the "Bride & Groom" an extra fee or cost for rectifying the defect. Further, if the Photographer produces services that are in the same style and structure as the Photographer's past work, by reference of the Photographer's portfolio, the Client is deemed to have accepted the Photographer's artistic interpretation.

15. Post-Production, Editing, and Timing:

The final post-production and editing styles, effects, and overall look of the images/ video are left to the discretion of the "Photographer". The "Photographer" is entitled to take up to six months to deliver the final product. However, the average time for receiving the final product is two to three months.

16. Clause Headings:

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

By: _____ By: _____

Date: _____ Date: _____

Bride Signature: _____

Groom Signature: _____

Photographer Signature: _____