**Blushed Beaute**

Wedding Photography Contract

**Details**

|  |  |
| --- | --- |
| What: | Wedding (the “Event”) |
| When: |  |
| Names: (the “Client”) | and |
| Primary Mailing Address: |  |
| Contact Numbers: | Bride cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Groom cell:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Wedding Venues (ceremony & reception) |  |
| Number of guests expected: |  |
| Wedding Planner:  (if applicable) |  |
| Wedding Collection: | **Wedding Collection 1: $5,500** |
| Additional fees:  (additional hours of coverage or travel fees) |  |
| Event fee and retainer: | -Total Event Fee is $5,775.00 ($5,500.00 Package Fee plus 5% GST)  -A non-refundable Retainer of $1,925 (1/3rd of the Event Fee plus GST) is due at the time of signing this Contract  -The Retainer and signed Contract must be received by Blushed Beaute within 5 days of your booking request in order to secure the Event Date  -The second 1/3rd of the Session Fee ($1,925) is due 6 months before the Event Date.  -The final 1/3 of the Event Fee ($1,925) is due just before the Event Date.  -Payment methods accepted: cash, cheque (payable to “Blushed Beaute”, my address is 13620 119 ave NW Edmonton, T5L 2N6), email money transfer (sent to e[lizabeth@blushedbeaute.com](mailto:lizabeth@blushedbeaute.com)) |

**Terms and conditions**

|  |  |
| --- | --- |
| Coverage: | -1 professional photographer (Elizabeth Segura) for coverage of the Event. Coverage is limited to a 10 hour consecutive period. There is no option to add on hours above the 10 hours.  - (for second shooters) Blushed Beaute reserves the right for the photographers to photograph together at all times and not to require the photographers to photograph separately at two different locations at any time during the coverage of the Event.  -1 professional photographer (Elizabeth Segura) for coverage of a 1.5 hour Engagement Session (the “E-Session”) at a date, time and location to be agreed upon by both parties. |
| Product: | Wedding Collection 1  -All images are high resolution digital images, each artfully retouched  -Final High resolution digital files of E-Session photos available to download (processing time for E-Session photos is approximately 3-5 weeks)  -1 USB flashdrive with high resolution digital files of Wedding photos (processing time for Wedding photos is approximately 10-12 weeks)  -1 fine art wedding album (15 pages)(processing time for album takes approximately 3-5 weeks from the time of order)  -Online gallery (available online for minimum period of 1 month) |

**Agreement**

This Contract, including the terms and conditions attached hereto, contains the entire agreement between Blushed Beaute and the Client and supersedes any prior or simultaneous agreements between the parties. Any changes to this Contract must be made in writing.

**Elizabeth Segura**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | Per: |  | |  | Elizabeth Segura |   I have read and understand the terms above. I hereby agree to the terms of this agreement on this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.   |  |  | | --- | --- | |  |  | | Client Name | Client Signature | |

**Blushed Beaute**

Photography Contract

**Terms and Conditions**

|  |  |
| --- | --- |
| cancelling or rescheduling: | If the Client cancels the Event for any reason, the Retainers will not be refunded. Any change to the Event Date must be accepted in writing by Blushed Beaute and may result in a change to the Event Fee. If a change to the Event Date is not accepted by Blushed Beaute for any reason, the Retainer will not be refunded. |
| wedding reception: | During the wedding reception, Blushed Beaute will require 2 guest meals to be provided to the photographer (lunch and dinner) along with 1 seats within close view of the bride and groom. In the event that meals are not provided, the photographer will depart the reception for 30 minutes to arrange for their own meal and such time will be considered part of the reception coverage. |
| waiver and release: | The Client irrevocably and unconditionally waives any and all claims that the Client now or may in the future have against Blushed Beaute, in any way connected to or arising from the E-Session and the Event or the Client’s participation therein. The Client absolutely and forever releases, discharges and agrees to hold harmless Blushed Beaute from and against any and all liability or responsibility whatsoever for any loss, damage, expense, injury that the Client or any other participant in the E-Session or Event may suffer in connection with or arising in any way from the E-Session or Event. |
| limit of liability: | If Blushed Beaute cannot perform this Contract due to fire, casualty, act of God, illness, or any other cause beyond Blushed Beaute’ control, it will return all amounts paid by the Client and will have no further liability with respect to this Contract. This limitation of liability will also apply in the event that photographic materials are damaged in processing, lost through camera or memory card malfunction or otherwise lost or damaged without fault on the part of Blushed Beaute. In no event will Blushed Beaute be liable for any amount in excess of the amounts paid by the Client under the Contract. |
| copyright: | Blushed Beaute will own all copyright in the images produced in connection with the E-Session and the Event and reserves the right to use the images for its website, blog, portfolio, samples, promotions, sales, exhibitions, professional competition and review or for any other purpose related to Blushed Beaute’ business. The Client will be granted an unlimited but non-exclusive right to use or reproduce for personal use and enjoyment and not for competition or commercial gain any images for which the digital files are purchased by the Client. |
| digital files and products: | Blushed Beaute will use reasonable efforts to preserve digital files from the E-Session and the Event for a period of two years from the date of the E-Session and the Event Date, respectively. However, upon giving the final digital files to the Client, Blushed Beaute is released of all liability for archiving the digital files. It is then the responsibility of the Client to save and back up the digital files.  Blushed Beaute retains complete artistic judgment and sole discretion over the images (including, but not limited to, selection of final images, black&white or colour images, and re-touching). Blushed Beaute will not be required to re-edit any images, but may consider your reasonable requests at its sole discretion and any changes may be subject to a $15/per image re-editing fee  Other than the final images provided, no additional proofs or images are guaranteed to be available. RAW unedited files are not available to view or purchase.  Any products purchased from Blushed Beaute by the Client are non-refundable.  No re-shoots are available for any reason |
| other: | The Client is responsible for scheduling, obtaining any permission for and paying any associated costs related to the use of certain locations for photography during the E-Session and the Event. Blushed Beaute is not responsible for supplying any props or background for any location. All prices do not include GST. |