



Sat Jae's
PHOTOGRAPHY

CLIENT INFORMATION

Bride's Name: _____

Preferred Contact's Name: _____

Groom's Name: _____

Preferred Contact's Phone: _____

Bride's Phone: _____

Preferred Contact's Address: _____

Groom's Phone: _____

Preferred Contact's Email: _____

WEDDING INFORMATION

Wedding Date: _____

Time of Wedding: _____

Pre-Wedding Location: _____

Wedding Location: _____

Reception Location: _____

Photographer's Arrival Time: _____

PRICING

Total Price: _____

Deposit Amount: **\$250** _____

Deposit DUE DATE: _____

Remaining Amount DUE: _____

YOUR PACKAGE: _____

BOOKING PROCESS: Both a signed contract and a NON-REFUNDABLE deposit are required to reserve the wedding photography services agreed upon in this contract on the date listed. This date is NOT RESERVED until both the executed contract and NON-REFUNDABLE deposit have been received by the photographer. The proposed contract will expire SEVEN (7) DAYS from the date it was prepared if the non-fundable deposit and signed contract are not received. Wedding photography services are reserved on a first come, first served basis. Therefore, at the time the contract is signed by both parties and the non-fundable deposit is paid, the photographer will reserve the date agreed upon listed above and will not make another reservation for that date. For this reason, ALL DEPOSITS ARE NON-REFUNDABLE, even if the date is changes, location is changed, if the wedding is cancelled, or if the contract is cancelled. The only exception to this is if services are cancelled at the discretion of the photographer for reasons such as, family/personal emergency, photographer and client safety, etc.

PAYMENT TERMS: The NON-REFUNDABLE deposit shall be applied to the total fees owed to the photographer, provided that neither the wedding nor the contract is cancelled. The remaining balance owed is due 30 DAYS prior to the wedding date. ALL PAYMENTS MADE ARE NON-REFUNDABLE. Additional fees may apply if booked less than two (2) months prior to wedding date.

FAILURE TO MAKE FINAL PAYMENT: Failure by CLIENT to make the final payment as scheduled 30 DAYS prior to the wedding date shall be deemed a material breach of this agreement. In the event of a material breach by CLIENT, the photographer may cancel this agreement and be relieved from any other further obligation of performance. The CLIENT will also be relieved of further obligation to this contract will be considered null and void. CLIENT understands that by not making payment as scheduled, their date will no longer be reserved, and the photographer will not be present at the wedding. If CLIENT wishes to make final payment after 30 days, a new contract and full payment will be required to place the date back on the calendar and be present at the wedding. CLIENT also understands that in the event the photographer makes an arrangement for payment, a minimum late fee of \$50 will be applied to the invoice if it is after the 7th day within the 30-day mark. (Example: If your final payment is due on the 1st of the month, a late fee will be applied if the payment is made after 6 PM on the 7th day of that month.)

TERMINATION BY CLIENT: CLIENT may terminate this agreement if notice of such termination is given to the photographer in the following manner: CLIENT must notify the photographer of cancellation via phone and email, prior to the original wedding date, to Sharonda Shelley at 478-244-7172 AND satjaesphotography@yahoo.com. The photographer also requests that the CLIENT submits something in writing stating that they wish to terminate this contract. This is the method of cancellation agreed upon by all signing parties and the only method of cancellation that will be accepted. The photographer shall retain deposit and all payments as liquidated damages. At the time the cancellation notice is received by the photographer, this contract shall be cancelled, and both parties shall be relieved from further obligation and liability.

TERMINATION BY PHOTOGRAPHER: The photographer may terminate this agreement if notice of such termination is given to CLIENT in the following manner: the photographer must notify CLIENT of cancellation via phone call and follow-up with an email. This is the method of cancellation agreed upon by all signing parties and the only method of cancellation that will be accepted. The photographer shall refund CLIENT all payments made with exception to the non-refundable deposit and/or half of the total amount due. At the time the cancellation notice and any refund owed is received by CLIENT, this contract shall be cancelled, and both parties shall be relieved from further obligation and liability.

WEDDING DATE CHANGE: In the event that the CLIENT changes the wedding date after signing this contract, the original payment will be applied to the second date if the photographer is available, however, the photographer may require additional payments to be made if CLIENT has made the change in less than 30 days and/or CLIENT has missed the due date of the final payment. Since package rates are set, it is in the photographer's discretion to require an additional amount to be paid, in addition to the remaining balance, by CLIENT to secure the second date. In the event that the photographer is not available for the second date, this contract shall be treated as void.

MEAL POLICY: CLIENT shall provide the photographer (and any assistants) a hot plated meal during weddings. The photographer uses this 30-minute mealtime for her break. Therefore, CLIENT understands that there will not be a photographer to cover events during this 30-minute break and therefore, CLIENT should plan the timeline accordingly. The photographer shall not be liable for events not captured during this 30-minute break. The photographer strongly suggests that the team eats at the same time as the couple for the most effective timeline. If a hot plated meal is not provided, the photographer and any assistants reserve the right to leave to obtain a meal for a total of 1 hour. The photographer is not liable for any images missed during this time.

EXCLUSIVITY: The photographer shall be the sole professional photographer hired for CLIENT wedding. Photography by any person or persons other than the photographer, during posed sessions is not permitted. CLIENT acknowledges that the photographer is permitted to verbally request that guests refrain from photographing or taking video during any such posed session. The photographer does not object to other reasonable photography occurring during the wedding as long as it does not keep the photographer from fulfilling this agreement and professionally covering CLIENT wedding. However, the photographer cannot be held liable for failing to capture images that are disrupted by your guests or other vendors, due to reasons including but not limited to obstruction, subjects looking at other cameras, etc. The photographer prohibits CLIENT guests from photographing over her shoulder during posed sessions and detail sessions and prohibits the use of wedding images in a same-day slideshow at the wedding that is put together by any person not employed by photographer. The photographer also prohibits any guests to have a DSLR camera present during any part of the wedding. In the event that CLIENT hire or have another photographer present, professional or amateur, without notifying photographer, then this contract shall be treated as void.

HOUSE RULES: The photographer is limited by the guidelines of the ceremony officials and reception site managers. CLIENT shall be responsible for negotiating deviations from the house rules. If house rules restrict our ability to capture certain images, the photographer is not held liable for these missed images.

ARTISTIC STYLE: On CLIENT'S own behalf, and on behalf of the subject(s): CLIENT acknowledges that the photographer requires and retains discretion as to how its services shall be provided (e.g. choice of poses, lighting, lenses, etc.); that CLIENT is familiar with the photographer's portfolio and is requesting services with knowledge of the photographer's style; that the photographer's work is constantly evolving; that the photographer's services are of unique and artistic nature; and that in creating images, the photographer shall use her personal artistic judgment to create images consistent with her personal vision of the wedding/session, which vision may be different from CLIENT and/or the subject's visions of the wedding/session. Accordingly, CLIENT acknowledges that the images shall not be subject to rejection on the basis of taste, aesthetic criteria, or personal appearance.

LIMITATIONS ON LIGHT: The photographer is primarily a natural light photographer. CLIENT acknowledges that in the event that any part of the wedding occurs at a time or in a location where there is an absence of natural light, the photographer will have to use artificial light sources and the images will look different than the natural light images that the CLIENT has seen in the photographer's portfolio. Accordingly, CLIENT acknowledges that the images shall not be subject to rejection on the basis of taste, aesthetic criteria, or personal appearance. Additionally, if CLIENT chosen venue restricts the use of artificial lights indoors during any part of the wedding day, these images will also differ from the natural light/artificial light images in the portfolio. CLIENT acknowledges the restriction of certain lighting elements will change the images appearance and will not be subject to rejection.

CULLING & EDITING: After the wedding, each image is put through a careful selection process, where the photographer selects images that meet her high standards of quality. Images with eyes closed, unflattering poses, and duplicate images are removed permanently after the photographer completes this culling process. CLIENT acknowledges that the photographer retains complete control over the culling and editing process. The photographer color corrects and provides editing on all delivered images. The photographer also retains complete control over which images are delivered in color and which images are delivered in black and white.

EQUIPMENT DAMAGE OR THEFT: The photographer takes reasonable care to bring backup equipment. If CLIENT or any of their guests damage or steal the equipment belonging to the photographer, it may result in early departure of the photographer. CLIENT understands that in such event that the photographer cannot comply with the obligations of this contract due to equipment damage or theft resulting from an action of CLIENT or any of their guests, CLIENT will not receive a refund of any payments made, CLIENT will be responsible for the costs of any repair or replacement of the photographer's equipment, and the photographer shall be relieved from liability for failing to capture images due to the theft or damage of equipment by CLIENT or their guests.

CLIENT REQUESTS: The photographer and CLIENT will collaborate in all schedules and arrangements of services to be provided. It is very important that the photographer know about key elements of CLIENT wedding in advance so that the important images may be captured. Any information provided and discussed is not part of this contract nor shall such information modify this contract. During the wedding, the photographer will work to meet all of CLIENT reasonable requests and expectations; however, circumstances may prevent certain images from being created. It is important that CLIENT understands that the photographer does not warrant that it will provide specific images or poses. Finally, if the day is behind schedule, the photographer may not be able to create all of the images CLIENT might otherwise receive. If client-requested images are not received due to scheduling delays or unforeseen circumstances, the photographer will be relieved of any liability.

COOPERATION: CLIENT agrees to cheerful cooperation and communication leading up to and on the wedding day. CLIENT agrees to be open in communicating to the photographer about any and all details concerning the wedding day. In the event the photographer feels as though communication is lacking in any way due to failure on the CLIENT part, the photographer has the right to cancel this contract and services without any further obligation from the photographer and CLIENT shall forfeit deposit and all payments made. CLIENT shall designate an "event guide" to point out important individuals for informal and candid photographs, as well as gathering important individuals for family formals. The photographer does not warrant that it will provide specific images and shall not be liable if key individuals fail to appear or cooperate during photography sessions. In the event that the CLIENT asks the photographer to stop photographing for reasons including but not limited to weather, dress malfunction, tardiness, or any situation out of her control, the photographer shall not be liable for images not taken that would normally have been taken during that time.

HARASSMENT: The photographer expects to be treated with respect by clients, their guests, and any others. In the event that the photographer feels that she is being harassed (verbally or physically), the following procedure will take place. The photographer will first notify CLIENT of the harassment. If it happens a second time, the photographer will request that the person be removed from the premises. In the event that the CLIENT refuses to remove the person from premises or the person harassing refuses to leave, the photographer reserves the right to leave the wedding. If this occurs, the photographer will not be liable for any images not taken and no legal action will be taken by clients.

LIMIT OF LIABILITY: The photographer represents that reasonable care is taken with respect to capturing, developing, processing, storing and delivery of CLIENT images. However, in the event that the photographer fails to comply with the obligations of this contract, for any reason, including but not limited to events outside of the photographer's control or the photographer's own negligence, the photographer's liability shall be limited to a refund the photographer deems appropriate according to what was lost due to failure of equipment, with the exception of the deposit. The limit of liability for a partial loss of original images shall be a prorated amount of the exposures lost based on the percentage of total number of possible delivered images. If there is a failure to capture certain images that CLIENT requested, such omissions shall not void this agreement nor be a breach of this agreement and will not cause any compensation to be made to CLIENT, and the photographer shall not be liable for the same.

INDEMNIFICATION: To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold harmless the photographer, including any assistants or other associated parties, against loss, damages, claims, suits, liabilities, judgments, costs and expenses without limitation, all reasonable attorneys' fees and expenses that may accrue against the indemnified party, including its trustees or other associated parties which is approximately caused by negligence or willful misconduct or any breach of representation arising from conduct, management or performance of any activities by CLIENT, CLIENT guests, CLIENT agents, or by any other parties associated with CLIENT. In the event that any such claims be made, and upon notice from the

photographer, CLIENT agrees to reimburse the photographer for the cost of defending such an action or proceeding, using counsel satisfactory to the photographer. This provision shall survive the termination of this agreement.

FORCE MAJEURE: For the purpose of this agreement, an “Event of Force Majeure” refers to any circumstance not within the reasonable control of the photographer or CLIENT. Events of Force Majeure include, but are not limited to, acts of God (lightning, earthquake, fire, cyclone, hurricane, flood, or other extreme weather conditions), epidemic, famine, pandemic, plague, acts of war (explosion, accident, etc.), strikes, lockouts, etc. . In the event of force majeure, neither party shall be held liable for any failure of session being completed arising out of compliance with any law, ordinance, regulation, ruling, order or other governmental action or circumstance that is beyond the control of the photographer. If a refund of any payment made by the CLIENT, other than the non-refundable deposit, shall be at the discretion of the photographer.

TURNAROUND TIME: The average turnaround for the photographer to properly edit and prepare images is 4-6 weeks. Please allow this time frame for photos to be completed. The photographer will work on photos diligently and efficiently on the photos during business hours, which are Tuesday-Friday 6PM-9PM.

ENTIRE AGREEMENT: This document contains the entire agreement and full understanding between the photographer and client. It supersedes all prior and contemporaneous agreement between the parties. Any modifications to the agreement shall be made in writing and signed by all parties.

MISCELLANEOUS TERMS:

- Failure by the photographer to exercise any provision, right or portion of this agreement or enforce any portion of this agreement shall not be deemed a waiver of any right contained in this agreement.
- If one clause of this agreement is found to be invalid, illegal, or unenforceable, the parties desire that the remainder of the agreement, other than the provision determined to be unenforceable, remain in full force and effect.
- If there is a conflict between the provisions of this agreement and any other agreement, the provisions of this agreement will control.

BY SIGNING THIS CONTRACT, ALL PARTIES AGREE TO ALL TERMS AND CONSITIONS SET FORTH IN THIS AGREEMENT, INCLUDING THE NON-REFUNDABLE NATURE OF THE RESERVATION DEPOSIT AND ALL OTHER PAYMENTS MADE.

I fully understand that the deposit to be paid is non-refundable. I have read all the terms of this contract and agree to them. I understand by checking “Disagree,” my session will not be booked.

Agree

Disagree

I agree to the terms and conditions of this contract.

Signature

Date

Photographer signature here. I agree to the terms and conditions of this contract.

Signature

Date