

## **WEDDING PHOTOGRAPHY AND VIDEO AGREEMENT**

This Agreement is a binding contract (the “**Contract**”) between the client whose personal information and Event information has been submitted with this form (hereinafter the “**Client**”) and Yellow Paddle Photography, LLC (“**Yellow Paddle**”), collectively the “**Parties**”. By this Contract, the Client agrees to hire Yellow Paddle to provide Photography Services as his or her official photographer for his or her special event (the “**Event**”).

### **TERMS AND CONDITIONS**

#### **1. Fees & Retainer**

Clients shall reserve the date of services by completing this Agreement along with a payment equal to 50% of Client’s selected package fee. This 50% payment includes the non-refundable reservation retainer and covers costs of pre-Event Services provided by Yellow Paddle, including, but not limited to, client dashboard creation, photographer/videographers date reservations, planning and communication, checklist assistance, and pre-wedding services as selected by Client.

The non-refundable reservation retainer is 25% of the entire package fee. The non-refundable reservation retainer is for booking out a full calendar day on Photographer’s schedule whereby no other clients can be served by Photographer.

No pre-Event Services shall commence until this Agreement is signed and the payment equal to 50% of the Package Fee is received.

The remaining 50% balance due for Services must be paid 7 days prior to the Event. This final payment shall account for all Services provided by Yellow Paddle up to, including the Event as selected by Client, and delivery of photographs and video and thumb drives as further described in Section 2. In the event Client fails to remit payment as specified, Yellow Paddle shall have the right to immediately terminate this Agreement with no further obligation and retain any and all payments completed. Furthermore, any photographs or video taken by Yellow Paddle but not delivered to Client shall be kept by Yellow Paddle.

All payments must be made online using Client’s personal website account. Instructions for accessing this account will be delivered upon the completion of the Contract. Yellow Paddle will not accept payment over the phone or in person.

The fees in this Agreement are based on Yellow Paddle’s current pricing at the time of booking. The price list is adjusted periodically, and future bookings will be charged at the prices in effect at such time.

## **2. Coverage and Products**

Services are based upon Client's selection of offered packages. Packages can be upgraded but cannot be downgraded or changed resulting in a lower price. Client cannot change the photographer selected by Client unless special circumstances arise. Change fees may apply. Any special package request shall be formally presented and agreed upon in writing. Event coverage starts when the Yellow Paddle Photographer(s)/Videographer arrives and will continue consecutively till the contracted time has elapsed. Yellow Paddle will provide coverage for the dates, locations and continuous hours specified in this Agreement. Additional coverage hours may be added at a rate of \$200 per hour, per photographer/videographer by agreement prior to or on the Event day, will be invoiced by Yellow Paddle Photography, and must be paid in full before any photos or products are released to Clients.

The only physical products that Yellow Paddle can provide are Thumb drives. Thumb drives will contain only those images presented to Client by Yellow Paddle, in Yellow Paddle's sole discretion. Client can order thumb drives from Yellow Paddle for up to one year from the date of the Event. Prints and products can be purchased through the online gallery with our partner, SmugMug, Inc. All print and/or product questions, or issues with print and/or products are the responsibility of SmugMug, Inc. and not Yellow Paddle.

## **3. Cancellation by Clients**

If for any reason Clients cancel this Agreement prior to 60 days before the Event date, Yellow Paddle shall retain the non-refundable Reservation Retainer which is 25% of the entire Package Fee as liquidated damages. The Client will also be charged for services that have been performed prior to cancellation. This includes but is not limited to, photography sessions, meetings with photographers/videographer, permits obtained, and travel expenses. After the Reservation Retainer and services have been paid, the client will be refunded the remainder of their first payment and Client will not be responsible for any remainder due.

For example, if a client cancels 60 days before Event Date and has not received any services prior to the cancellation and the entire Package Fee is \$1000, Yellow Paddle will retain \$250 (25%) of the Entire Package Fee as the Reservation Retainer.

If Client cancels within 59 days of Event date, Client shall be required to pay the full balance due.

Notification of cancellation must be made in writing by Clients, pursuant to the Notice provision. Clients must complete an official Cancellation Form provided by Yellow Paddle. Confirmation of receipt of notification email by Yellow Paddle photography must be obtained. If Clients fail to provide Notice of cancellation as specified before the Event date or cancels within 59 days of the Event date, Clients shall be required to pay the full balance due.

## **4. Rescheduling by Clients**

If Client wishes to move his or her Event date, they may do so. If the original selected photographer is not available, Client must select a new photographer. Notification of rescheduling must be made in writing by Clients and sent via email, pursuant to the Notice

provision. Rescheduling is only available if Yellow Paddle is notified before the scheduled event date. Confirmation of receipt of notification email by Yellow Paddle Photography must be obtained.

## **5. Exclusive Photographer and Videography**

Unless agreed upon in advance, Yellow Paddle Photography shall be the exclusive photographer/videographer retained for the Event. Other photographers, videographers and other vendors, as well as semi-professional photographers, must not obstruct or interfere with the official photography/videography. If Clients hire a professional videographer outside of Yellow Paddle, the Yellow Paddle Photographer(s) will endeavor to work alongside company to the best of their ability

Event guests may take photos, but it is the responsibility of Clients to prevent family and friends from interfering with the Yellow Paddle Photographer(s) duties. Yellow Paddle is not responsible for compromised coverage due to causes beyond their control including, but not limited to, other people's camera or flash, the lateness of a spouse, family members and Event party members or other principles, venue obstructions, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Yellow Paddle is not responsible for existing backgrounds, obtrusive objects, or lighting conditions that may negatively impact or restrict the photography coverage.

## **6. Image Processing, Retouching, and Edits**

Yellow Paddle will only deliver high-resolution .jpeg images to Clients and will not send original RAW files or unedited files to Clients under any circumstance. High-resolution photos may contain a mixture of color, black and white, and selective color images. These creative edits are in the sole discretion of the Yellow Paddle Photographer(s) and Yellow Paddle.

Yellow Paddle may enhance photos through corrections to contrast, lighting, and color. Photographers will edit photos based on their stylistic preferences as outlined in their gallery. Yellow Paddle does not change any inherent qualities of a person, as it is considered a "cosmetic edit". The Client can request additional cosmetic edits after seeing the delivered images. Cosmetic edits include, but are not limited to, removing unwanted facial hair, removing blemishes, removing wrinkles, removing unflattering parts of the body, changing hair color, changing shape of nose/eyes/body, adding/removing objects etc. Fees for editing are assessed based on the scope of work as determined solely by Yellow Paddle.

## **7. Poses and Selection of Delivered Images**

Clients understand and agree that Yellow Paddle will use every reasonable effort to take requested pictures, but no specific pose or photograph can be promised due to the unique nature of Event and /or unforeseen circumstances. Any lists supplied by Clients will be used for organizational purposes only. Yellow Paddle reserves the right to edit and release only the images that are deemed professional in quality and within Yellow Paddle's standards. Such selection shall constitute all images that will be made available to Clients.

## **8. Delivery of Images and Online Galleries**

Upon completion of the Event, Client will receive a link to a personal website containing downloadable high resolution JPEG files of their Event images. This website will be active for one year after it is produced. The personal website will be presented to the Client in a timely manner. Any print credit that is issued expires when the online gallery expires.

Prints and products can be purchased through the online gallery with our partner, SmugMug, Inc. All print and/or product questions, or issues with print and/or products are the responsibility of SmugMug, Inc. and not Yellow Paddle.

## **9. Artistic Style**

Clients understand and agree that (1) Photography and videography are subjective art forms. Each Yellow Paddle photographer/videographer maintains a distinct artistic vision, style, and technique, as reflected in their portfolio and sample work. By selecting a photographer/videographer, the Client acknowledges and accepts the style represented in that individual's portfolio; (2) Yellow Paddle shall have final say regarding the aesthetic judgment and artistic quality of the images/video; (3) Dissatisfaction with aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement, a request for a re-edit or a request of any monies returned.

## **10. Videography**

Videography is offered as an additional service by Yellow Paddle Photography. All media and services provided will adhere to industry-standard production quality. Yellow Paddle Photography guarantees that all deliverables will meet the agreed-upon specifications outlined and demonstrated at [www.yellowpaddle.com/videography](http://www.yellowpaddle.com/videography). Deliverables will be professionally and artistically produced, including but not limited to high-quality videography, sound design, artistic direction, animation, and other visual and aesthetic elements as detailed online.

Final wedding videos are anticipated to be completed and shared with the Client approximately sixty (60) days after the event. Videos will be delivered via digital download and made available through Google Drive or Dropbox for a period of six (6) months. Music used in edited projects will be sourced from public domain or fully licensed tracks. Copyrighted materials will not be included in final videos under any circumstances.

Traditional special moments such as speeches, dances, and ceremonies will be recorded. However, any non-traditional moments the Client wishes to have recorded must be explicitly requested in writing prior to the event to ensure proper coverage.

## **10. Inclement Weather**

If inclement weather occurs the Yellow Paddle Photographer/Videographer will try their best to shoot outdoors to the best of their abilities, but does not guarantee quality of images and will protect their photography equipment from rain, wind, and snow damage. Yellow Paddle is not responsible for photos it is unable to take due to weather implications and Clients agree to relieve and hold Yellow Paddle harmless for any lost photos due to weather.

## **11. Meals & Breaks**

Clients shall supply Yellow Paddle Photographer(s)/Videographer with a free meal during the regularly scheduled time of the dinner at the Event. Yellow Paddle Photographer(s)/Videographer prefers to eat when the Event party eats, so that all other essential activities are captured. Clients will relieve and hold Yellow Paddle harmless for any moments or events that may be missed during the mealtime.

## **12. Model Release**

This Agreement serves as a model release giving Yellow Paddle Photography the irrevocable right to use the photographs in all forms, in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. Yellow Paddle can grant use of the images to third Parties and all compensation for use and credit for the images remain the property of Yellow Paddle Photography as well as the Yellow Paddle Photographer(s). Clients waive any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Clients, their legal representatives, heirs, and assigns.

## **13. Photo Distribution and Archiving**

Upon receipt of photos via online gallery, Clients accept all responsibility for archiving and protecting the Clients' photographs. Yellow Paddle keeps copies of edited .jpeg images for approximately 365 days but does not permanently archive all image files. Yellow Paddle is not responsible for the life span of any digital media provided or for any future changes in digital technology or media. It is Clients' responsibility to make sure that digital files are copied to new media and external hard drives as required. In the event Client asks Yellow Paddle to unarchive photos and reupload to an online gallery and the photos are still retrievable by Yellow Paddle; an additional unarchiving fee may apply.

## **14. Reproduction**

The limited, personal photo release grants Clients and Clients' agents, including family and friends, the right to reproduce the images provided for their personal use only and does not allow the photos to be sold or published, including, but not limited to, entering into contests, or submitting to online blogs or publications, without the express written consent of Yellow Paddle.

Clients and Clients' agents, including family and friends, further agree not to supply images to any third Parties or vendors without the express written consent of Yellow Paddle.

### **15. Copyright**

All photographs taken by Yellow Paddle are the property of Yellow Paddle Photography and the Yellow Paddle Photographer(s) and both will remain images as property, and are protected by United States Copyright Laws (USC Title 17). Clients hereby waive any claims for ownership, income, editorial control, and commercial use of the images. Violations of this federal law will be subject to its civil and criminal penalties.

### **16. Harassment**

Clients shall ensure the appropriate behavior of all guests and other persons at the Event. In the event Yellow Paddle or any of its agents experience any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the Event (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature), Yellow Paddle Photographer(s)/Videographer will terminate coverage immediately and leave the Event. Yellow Paddle shall be entitled to retain all monies paid and Clients agree to relieve and hold Yellow Paddle harmless as a result of incomplete photography coverage.

### **17. Safe Working Environment**

Clients understand and agree that Yellow Paddle maintains a safe work environment at all times and complies with all health and safety laws, directives and rules and regulations. Clients further understand and agree that during the Event Clients and Clients' agents shall not carry weapons or firearms, be exposed to severe illness, or request the Yellow Paddle Photographer(s)/Videographer to do anything illegal or unsafe. Further, Yellow Paddle will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by communicable diseases, quarantined areas, or other similar occurrences. In the event any of these circumstances arise, Yellow Paddle reserves the right to end service coverage immediately and/or leave the Event. Yellow Paddle shall be entitled to retain all monies paid and Clients agree to relieve and hold Yellow Paddle harmless as a result of incomplete photography coverage.

### **18. Venue and Location Limitations**

Yellow Paddle is limited by the rules and guidelines of the location(s) and site management. Clients agree to accept the technical results of the venue/location's imposition on Yellow Paddle. Negotiation with the officials for moderation of guidelines is the responsibility of Client and Yellow Paddle will offer technical recommendations only.

### **19. Permits**

Clients are responsible for researching, acquiring, and paying for all permits, license, and/or any other necessary permission for all locations and jurisdictions where Yellow Paddle will be performing services. In the event Clients do not acquire required permits, licenses, and/or any other necessary permissions and a fine is imposed, Clients shall pay the fine and agree to relieve and hold Yellow Paddle harmless. If the location requires the Photographer/Videographer to obtain a permit, the Clients will be charged for all fees the Photographer/Videographer incurred when obtaining the permit(s) along with any other fees per the location requirement such as but not limited to, parking fees, entrance fees, extra taxes on completion of payment, etc. If the Photographer/Videographer obtains a permit for a location, the couple must also pay a \$10 service charge for the Photographers/Videographer time and work in procuring the permit.

## **20. Travel Fees**

If any of the Event locations are located more than 30 miles outside the City Limits of Denver, Colorado, the Client will be subject to a travel fee. Travel fees will be determined based on round-trip mileage from Denver to the furthest Event location serviced. Travel fees will be charged at the rate of \$1.25 per mile, per Yellow Paddle Photographer/Videographer(s), with \$100 being the minimum charge. Any Event that requires the Yellow Paddle Photographer/Videographer to travel from Denver before 6:00 am or after 1:00 am, will be charged an additional lodging fee of \$200. If a basic hotel room within 30 minutes of the event location cost (including the room rate and all applicable taxes and fees charged by the hotel) exceeds the standard Lodging Fee, Yellow Paddle will invoice the client the full hotel fee. All fees will be assessed at the time a Lodging Fee is deemed necessary and the additional fees will be discussed with the Client. All lodging fees are non-refundable.

If the Event takes more than 12 hours of the Yellow Paddle Photographer/videographer(s) time, including travel as determined by Yellow Paddle, an additional \$200 fee will be assessed per photographer (Long Day Fee).

Yellow Paddle expressly reserves the right to charge and collect any of the above-referenced fees after the completion of the Event, in Yellow Paddle's sole discretion. The Client is responsible for providing parking for the photographer/videographer(s) and will be charged for any additional parking charges the photographer/videographer(s) incur in attending the Event.

Travel Fee Calculator:

Total round-trip mileage from Denver: \_\_\_\_\_ - 60 miles = \_\_\_\_\_ X \$1.25 = \_\_\_\_\_ X

\_\_\_\_\_ number of photographers = Total Travel Fee

Travel fee minimum is \$100.

## **21. Client's Responsibility to Secure Insurance**

Clients understand and agree that it is their responsibility to acquire any and all travel, flight, and/or Event insurance to protect themselves from unforeseen events, extreme weather, or

extenuating circumstances beyond the Parties' control. Insurance is not required but highly recommended. Clients agree to indemnify and hold Yellow Paddle harmless for all such occurrences.

## **22. Communication-Notice Provision**

Yellow Paddle Photography's primary source of communication is through email. The Yellow Paddle Photographer(s) personal contact information will be released upon booking for packages that include an engagement session. Packages without an engagement session will require Client to submit a Event checklist available 8 weeks prior to their Event before the Yellow Paddle Photographer(s)/Videographers personal contact information is released. Clients can request a variance from this guideline. If Clients need assistance, changes or questions, they should contact Yellow Paddle directly.

## **23. Confirmation of Day-of Photography Schedule**

Clients agree to confirm the day-of Event photography schedule one week prior to the Event. Notification of any changes in schedule or location must be made within 48 of Event date or as soon as possible. Changes can be made by phone with a follow-up email for documentation. If Clients send email, Yellow Paddle must obtain confirmation of receipt.

## **24. Indemnification**

Clients shall indemnify, release, discharge and hold harmless Yellow Paddle, its heirs, its independent contractors, legal representatives, assigns, employees or any persons or corporations acting under permission or authority of the Yellow Paddle against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by Yellow Paddle or awarded against Yellow Paddle in a final, non-appealable judgment, administrative proceeding, or any alternative dispute resolution proceeding, arising out of any third-party claim alleging:

- (a) Breach or non-fulfillment of any representation, warranty, or covenant under/representation or warranty in this Agreement;
- (b) Any negligent or more culpable act or omission of Clients or their agents (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement;
- (c) Any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Clients or their agents (including any reckless or willful misconduct);
- (d) Any failure by Clients to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement; or

(e) The use of the likenesses of anyone captured in the images or any distortion, blurring or alteration that may occur or be produced in the taking, processing or reproduction of the photographs.

## **25. Maximum Damages**

The sole remedy for any actions or claims shall be limited to a refund, the maximum amount not to exceed the total monies paid by Clients under this Agreement.

## **26. Limitation of Liability**

If, during the Event and/or before the image(s) are delivered to Clients, the media has been lost, stolen, or is unusable because of defect, damage, equipment malfunction, processing, or other technical error caused by Yellow Paddle or by forces outside the control of Yellow Paddle, Clients agree to relieve and hold Yellow Paddle harmless and will not impose any additional liability. Liability for a partial loss of photographs shall be prorated by Yellow Paddle based on the percentage of total.

In no event shall Yellow Paddle be liable under this Agreement to Clients or any other third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not Clients were advised of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

## **27. Force Majeure**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following Force Majeure Events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 10 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following Notice given by it, the other party may thereafter terminate this

Agreement upon Notice. The retainer and other payments made by Clients up to the date of Notice of a Force Majeure Event are refundable for services unused.

### **28. Change of Services by Yellow Paddle**

In the event Yellow Paddle determines, in its sole discretion, that the Yellow Paddle Photographer(s)/Videographer cannot or will not perform its obligations under this Agreement due to circumstances including, but not limited to, injury, illness, death of family member, pregnancy, military orders, religious obligations, or other personal emergencies, we will:

1. Give notice to Clients;
2. Offer another Yellow Paddle Photographer to take the place of the original photographer.

### **29. Entire Agreement**

This is a binding Agreement that incorporates the entire understanding of the Parties, supersedes any other written or oral agreements between the Parties, and any modifications must be in writing, acknowledged in writing by all Parties, and physically attached to the original agreement.

### **30. Venue and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. The Parties agree that any dispute or lawsuit arising out of, or concerning, this Agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in Weld County Colorado. The Parties assume responsibility for their own collection costs and legal fees incurred should enforcement of this Agreement should it become necessary.

### **31. Arbitration**

Any and all disputes or disagreements rising between the Parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. The Parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Weld County, Colorado, unless the Parties mutually agree to another location. The Parties shall share the cost and expenses of the arbitrators equally. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

### **32. Severability & No Waiver**

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both Parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this Agreement.

### **33. Transfer**

This Agreement cannot be transferred or assigned to any third party by either Yellow Paddle or Clients without written consent of all Parties.

### **34. Headings**

Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

### **36. Notice**

Parties shall provide effective notice (“Notice”) to each other via email at the date and time which the Notice is sent, according to the provisions of this Agreement.

### **37. Facsimile Copy**

The Parties agree that a facsimile copy (electronic copy) of this Agreement, which is instated when the Client checks the box to agree to the terms of this contract and the confirmed email copy will serve as Yellow Paddles agreement to enter into contract with the client.