



Contract:

Date of the Event: _____

Coverage Time: _____

- Package:
- Simplicity Package
 - Full Day Package
 - Royal Package
 - Exquisite Package

The contract can be downloaded here:
www.abrilliantphoto.com/Abrilliantphoto_Contract.pdf

Please fill out as much as you know, and mail me the ENTIRE contract. Thank you

- A la Carte
- Destination Wedding
- Additional Services

Contact Information:

Bride:

First Name: _____

Last Name: _____

Cell phone #: _____

Email: _____

Address: _____

Groom:

First Name: _____

Last Name: _____

Cell phone #: _____

Email: _____

Getting ready:

Bride (~ 1-1.5h):

Time: _____

Address: _____

Groom (~ 30-45 minutes):

Time: _____

Address: _____

Ceremony:

Time: _____ - _____

Address: _____

guests: _____

bridesmaids: _____

groomsmen: _____

flowergirl (y/n): _____

ringboy (y/n): _____

parents divorced? _____

Reception:

Time: _____

Address: _____

Cocktail Hour (time): _____ - _____

Comments:

Posed Photos (~1.5-2h)

Time: _____

Location: _____

Engagement Photos (~1-1.5h)

Date / Time: _____

Location: _____

Client Initials:



Simplicity Package ~ \$3,600 *

(up to 4h coverage / photo book included)

Coverage:

- Up to 4h coverage on the day of the event

Album:

- 1 Wedding Album (Photo Book)
Album size: 8x8, cover: photo
20 pages

Prints:

- 10 x (4x6) fine art prints

Digital Files:

- All high resolution, touched up photos on a DVD (800+ photos), ready within ~ 3 weeks
- All photos will be touched up

Web Services:

- Wedding homepage with information about your event
- Online photo gallery with 800+ photos, ready within ~ 3 weeks

Royal Package ~ \$5,600 **

(up to 8h coverage / engagement photo session / engagement & wedding album included)

Coverage:

- Up to 8h coverage on the day of the event
- Second photographer, will be with me for at least 4 hours
- 1h engagement photo session

Albums:

- 1 Engagement Album / or Guest Book (Flush Mount)
Album size: 8 x 10, cover: photo cover
20 pages
- 1 Wedding Album (Flush Mount)
Album size: 9.5 x 9.5, cover: metro leather
20 leaves (= 40 pages)

Prints:

- 2 x (8x10) fine art prints
- 20 x (4x6) fine art prints / or 10 x (5x7) fine art prints

Digital Files:

- All high resolution, touched up photos on a DVD (~1,600+ photos), ready within ~ 3-4 weeks
- All photos will be touched up

Web Services:

- Wedding homepage with information about your event + gallery with engagement photos
- Online photo gallery with 1600+ photos, ready within ~3-4 weeks

* Package only available for local (CO) weddings.
** No travel costs for MA / RI weddings
Please contact me for a local wedding (CO) discount

Full Day Package ~ \$4,300 *

(up to 6h coverage / photo book included)

Coverage:

- Up to 6h coverage on the day of the event
- Second photographer, will be with me for 2 hours

Album:

- 1 Wedding Album (Photo Book)
Album size: 8x8, cover: photo
30 pages

Prints:

- 2 x (8x10) fine art prints
- 20 x (4x6) fine art prints / or 10 x (5x7) fine art prints

Digital Files:

- All high resolution, touched up photos on a DVD (1100+ photos), ready within ~ 3 weeks
- All photos will be touched up,

Web Services:

- Wedding homepage with information about your event
- Online photo gallery with 1,100+ photos, ready within ~ 3 weeks

Exquisite Package ~ \$6,400 **

(up to 10h coverage / engagement photo session / engagement, wedding & 2 parent albums included)

Coverage:

- Up to 10h coverage on the day of the event
- Second photographer, will be with me for at least 6 hours
- 1-2h engagement photo session

Albums:

- 1 Engagement Album / or Guest Book (Flush Mount)
Album size: 8 x 10, cover: photo cover
25 pages
- 1 Wedding Album (Flush Mount)
Album size: 12 x 12, cover: metro leather
25 leaves (= 50 pages)
- 2 Parent Albums (Photo Book, hinged paper)
Album size: 8 x 10, cover: fabric
20 pages

Prints:

- 4 x (8x10) fine art prints
- 30 x (4x6) fine art prints / or 15 x (5x7) fine art prints

Digital Files:

- All high resolution, touched up photos on a DVD (~2,000+ photos), ready within ~ 3-4 weeks
- All photos will be touched up

Web Services:

- Wedding homepage with information about your event + gallery with engagement photos
- Online photo gallery with 2000 photos, ready within ~ 3-4 weeks

Additional Services:

- Online slide show with 150 of the best photos of your wedding
- Signing board with photo from the engagement photo session (20x30 mat with a 5x7 photo / no frame) OR a 8x12 Thin Wrap

Client Initials:



Price Breakdown:

Choose your Package:

- Package _____ \$ _____

- Destination Wedding *
 - flight / transportation Creative fee \$ _____
 - hotel (3 nights in a hotel nearby) \$ _____
 - * detailed travel sheet required \$ _____

Additional Hours:

- Main Photographer \$250/h (____ hrs) \$ _____
- Second Photographer \$100/h (____ hrs) \$ _____

Albums:

Wedding Album Upgrades:

- Flush Mount Album (MAB): \$ _____
 For detailed pricing information please visit:
www.abrilliantphoto.com/Abrilliantphoto_OrderFormMAB.pdf

Parent Albums:

- Flush Mount Album (MAB): \$ _____
 For detailed pricing information please visit:
www.abrilliantphoto.com/Abrilliantphoto_OrderFormMAB.pdf

- Photo Book: \$ _____
 For detailed pricing information please visit:
www.abrilliantphoto.com/Abrilliantphoto_PhotoBook.pdf

Additional Photo CDs/DVDs:

- CD with ~150 selected photos \$60 \$ _____
- DVD with all photos of the wedding \$80 \$ _____
- DVD slide show with 150 of the best photos of your wedding \$105 \$ _____

Other Photo Services:

- Rehearsal Dinner (up to 2.5h): \$ _____
- Trash the Dress Photo Session: \$ _____
- Boudoir Session: \$ _____

Total \$

Client Initials:



Standard Terms and Conditions

This Client Services Agreement (“Agreement”) is entered into, and is effective as of the Agreement Date (as defined on page 7) by and between Agnieszka Wormus from A Brilliant Photo (“Photographer”) and the person(s) identified as the Client on page 1 of this Agreement.

1. DEFINITIONS.

- 1.1. “Assignment” refers to the wedding day and any related photography services described on page 1 and 2 of the Agreement that Client is specifically commissioning Photographer to perform.
- 1.2. “Cancellation” means that the Assignment is canceled by Client and not rescheduled. In the event of cancellation, Client will be responsible for those fees, costs and charges set forth in section 5.2 below.
- 1.3. “Photographer” means the photographer identified on page 7 of the Agreement and the Studio.
- 1.4. “Work” means all photographic images, negatives, digital files, prints or other materials created by Photographer while performing the Assignment.
- 1.5. “Other Photographers” refers to professional photographers other than those employed by the Photographer, individuals acting in a manner of a professional photographer and/or videographers taking still images.

2. LIMITS OF LIABILITY.

The Photographer takes the utmost care with respect to the exposure, development and delivery of all photographs. However, in the event that the Photographer fails to comply with the terms of this Agreement due to any event or act which prevents the delivery of the Work from the Assignment, the Photographer’s liability to Client shall be limited solely to a refund of all money paid by Client to the Photographer, and Client’s sole remedy shall be receiving a refund of all money paid by Client to the Photographer.

3. SPECIFIC IMAGES

The Photographer and Client further agree that that the Photographer cannot be held responsible for any specific image that may not be delivered. Client acknowledges and understands that Photographer uses a highly stylized and photojournalistic approach to the Assignment, with prearranged or posed shots. Any failure by the Photographer to deliver any specific image shall not be a breach of this Agreement, shall not result in a refund of any money paid by Client to the Photographer, and the Photographer shall not provide any other remedy to Client.

4. PAYMENT SCHEDULE

Client must pay the retainer (\$1,000) and final payment described below before Photographer has any obligation to perform the Assignment. Client’s failure to pay the retainer (\$1,000) and final payment shall be deemed a material breach of this Agreement, shall result in damage to the Photographer, and shall relieve the Photographer from performing any services under this Agreement.

- 4.1. **RETAINER (\$1,000).** The retainer fee described on page 7 of Agreement reserves the Photographer’s services for the Assignment on the date and time, and at the location(s) described on page 1. The retainer fee is due and payable when Client signs this Agreement. The retainer is nonrefundable.
- 4.2. **FINAL PAYMENT.** The final payment described on page 2, 3 and 7 of the Agreement is due and payable at least 14 days prior to the date of the Assignment. (Please make check payable to Agnieszka Wormus)

5. POSTPONEMENT, CANCELLATION & LIQUIDATED DAMAGES

5.1 **POSTPONEMENT.** Client acknowledges that in the event that there is a Postponement of the wedding the Photographer will be harmed, and that Client will notify the Photographer of a Postponement as soon as possible in order to minimize the Photographer’s damages. If there is a Postponement, the Photographer and Client agree that the Client shall pay to the Photographer within 10 days of any Postponement as liquidated damages and not as a penalty, the sum of \$1,000.00, which represents a compromise portion of the actual damages sustained by the Photographer due to a Postponement. This sum shall be in addition to the nonrefundable deposits described in Sections 4.1 and 4.2 above.

5.2. **CANCELLATION.** Client acknowledges that in the event that there is a Cancellation of the wedding the Photographer will be harmed, and that Client will notify the Photographer of a Cancellation as soon as possible in order to minimize the Photographer’s damages. If there is a Cancellation, the Photographer and Client agree that the Client shall be responsible for the payment to the Photographer within 10 days of any Cancellation as liquidated damages and not as a penalty, monies paid to the date of the cancellation, which represents a compromise portion of the actual damages sustained by the Photographer due to a Cancellation. This sum shall be in addition to the nonrefundable deposits described in Sections 4.1 and 4.2 above.

Client Initials:



6. CLIENT COOPERATION & UNDELIVERED WORK.

Photographer cannot perform the Assignment without the cooperation of Client. In the event that Photographer is unable to deliver a portion of the Work, or other goods, required under this Agreement, due to a failure of the Client to cooperate or to provide necessary approvals regarding the Work, or other goods, to the Photographer, then the Photographer shall not be obligated to deliver that portion of the Work or other goods to Client, but instead the Photographer and Client agree as follows:

6.1. PHOTOGRAPHER CREDIT (6 MONTHS). If the Client does not perform the necessary acts or approvals related to the Work, or other goods, within 6 months after the Assignment, then Client shall receive a Photo credit for the undelivered portion of the Work or other goods required under this Agreement. Client may purchase the undelivered Work or other goods at the Photographer's then current pricing.

6.2. ARCHIVE FEE (12 MONTHS). If the Client does not perform the necessary acts or approvals related to the Work, or other goods, within 12 months after the Assignment, then Client shall be charged a \$250 archive fee to maintain storage of the undelivered Work or other goods. This archive fee shall be in addition to any other sums paid by Client pursuant to this Agreement.

6.3. TERMINATION (18 MONTHS). If the Client does not perform the necessary acts or approvals related to the Work, or other goods, within 18 months after the Assignment, then the Photographer's performance of the Assignment shall be deemed complete, and this Agreement shall terminate. Upon the termination of this Agreement, the Photographer shall have no further obligation to Client to store the undelivered Work or other goods. The Photographer shall assume no responsibility for storing the Work or other goods provided under this Agreement, and the Photographer shall not assume any liability if any portion of the Work is lost, stolen, damaged or otherwise unavailable to Client

7. SOLE PHOTOGRAPHER

Photographer shall be the the sole professional photographer at the event. Client acknowledges that the presence of Other Photographers will adversely impact the ability of the Photographer to create the Work and as a result the Work may fail to meet the standards represented by the Photographer in its portfolio and samples.

8. COPYRIGHTS

The Work created by Photographer during the Assignment constitutes the copyrighted work of Photographer. The Work at all times shall remain the property of Photographer. Any portion of the Work delivered to Client is for Client's personal use only. Client may not sell or reproduce, nor authorize the sale or reproduction of, any portion of the Work without the Studio's written consent, nor is the Client allowed to upload the digital files to any other online galleries.

9. MODEL RELEASE

Client shall permit the Photographer to use images of Client from any portion of the Work for display, publication, or other promotional uses without payment of additional compensation to Client or Client's agents. Client's guests at the wedding shall be deemed to have consented to the use of their name, image, or likeness by Client, Photographer for the duration of the Assignment, and Client shall defend and indemnify the Photographer from and against any claims that any of Client's guests may assert against the Photographer arising from, or related to, the use of any name, image, or likeness of Client's guest[s] by the Photographer Client during the Assignment.

10. ILLNESS & INJURY

In the unlikely event that Photographer is unable to perform the Assignment due to illness, injury, acts of God, or other unforeseen circumstance beyond Photographer's control, then the Photographer shall refer Client to another professional photographer to perform the Assignment from the network of photojournalistic wedding photographers maintained by the Photographer. The Photographer will work in good faith to find the best replacement photographer possible for the Assignment. The Photographer shall not be responsible for the services provided by any such replacement photographer, and the Photographer shall not be liable for any damage or injury sustained by Client, if any such replacement photographer retained by Client, fails in whole or in part, to perform the Assignment.

11. DANGEROUS CONDITIONS

If, during the Assignment, Photographer or his crew are exposed to: (a) conditions which imperil or cause the Photographer or his crew to fear for their safety, or (b) objectionable or illegal acts to which Photographer and his crew do not wish to be a party or witness, then the Photographer reserves the right to immediately protect Photographer's and Photographer's interests, including but not limited to a cessation of the Assignment, leaving the Assignment location(s), and/or terminating this Agreement. In such circumstances, the Photographer will not refund any moneys paid by Client. Client shall indemnify Photographer from any damage or injury that Photographer or his crew may sustain, arising from, or related to, any hazardous conditions which imperil or cause Photographer or his crew to fear for their safety, while performing the Assignment.

Client Initials:



12. COLLECTION

In the event that the Photographer is required to file a legal action to collect fees due from Client under this Agreement, or to otherwise enforce this Agreement, then the Photographer shall be entitled to recover all cost and expenses incurred by the Photographer relation to such legal action, including an award of reasonable attorney's fees.

13. OTHERS

Photos/Albums:

- All photos will be taken digitally. You will receive all pictures on a data DVD
 - The photo DVD is usually available within 2-4 weeks
 - All pictures will be touched up
 - Albums/DVDs & prints must be ordered within one year of the wedding date, otherwise additional cost will occur.
- (See Album order form & blog for additional information)

Flush Mount Album (or MAB): www.abrilliantphoto.com/Abrilliantphoto_OrderFormMAB.pdf

Photo Book: www.abrilliantphoto.com/Abrilliantphoto_PhotoBook.pdf

See also 6)

Online Photogallery / Wedding Website:

- The online photogallery will be online within 2-4 weeks
- The online photogallery + wedding website can be viewed for 1 year

PLEASE REMEMBER:

Copyright is, a form of intellectual property and literally, the "right to copy". Copyright is owned solely by the originator (here the photographer) of the work from the moment of its creation. Copyright violation, even if unintentional, is a violation of federal law and subject to prosecution. Agnieszka Wormus owns the copyright to all the digital images created during the session. Images / CDs / DVDs may not be copied, scanned or reproduced in any way without written permission from Agnieszka Wormus.

If you are one of my clients, you receive a CD with all the high resolution, touched-up (!) images, and you are welcome to use your own photo lab to get prints, as long as it's for your OWN, personal use. I don't recomend it as the quality won't be the same, but I leave it ENTIRELY up to you.

Uploading the photos to an online gallery, where your friends & family can download them or even buy prints is NOT ALLOWED. All my packages come with an online (password protected) gallery where you can get beautiful, high quality prints. If you don't want to share the whole gallery with your friends & family, let me know, and I will happily upload a smaller gallery, or delete certain photos. Please do NOT put any photos online, it is illegal.

If you do upload photos to an online gallery where family & guests can download and / or order photos, you will be fined \$1000. In addition to that you will also loose the online gallery I prepared for you AND the album that was included in your package! I am VERY strict and against sharing digital files. Ignoring this rule is absolutely not acceptable, and I will not make any exceptions.

Facebook:

You are allowed to upload up to 300 photos to a facebook gallery, but please give the Photographer (Agnieszka Wormus of A Brilliant Photo) credit. Thank you.

14. JURISDICTION & VENUE

This Agreement shall be construed according to the laws of the State of (State) _____.

Client acknowledges that this Agreement was entered into in (City) _____, (State)

_____, and that at least a substantial portion of this Agreement will be performed in the State of _____, and that the proper venue for any legal action related to this Agreement is in

the Superior Courts of the County of (County) _____, (State)

_____.

Client Initials:



www.abriliantphoto.com
Agnieszka Wormus | 1409 Glen Eagle Ct | Fort Collins, CO 80525 | USA
agnieszka@abriliantphoto.com | (+1) 617.230.0193

I have read this entire Agreement and I understand its terms. I agree to be bound by the terms of this Agreement.

TOTAL: *

State law requires 6.25% Sales Tax be applied to all Photography Collections.

Simplicity Package:	\$3,600	\$225.00		\$3,825.00
Full Day Package:	\$4,300	\$268.75		\$4,568.75
Royal Package:	\$5,600	\$350.00	+	= \$5,950.00
Excquisite Package:	\$6,400	\$400.00		\$6,800.00

Client:

Name _____

Signed _____ Date _____ Location _____

Photographer:

Name Agnieszka Wormus

Signed _____ Date _____ Location _____

* Retainer:

A signed contract and a **\$1,000** retainer are required to reserve the specified coverage. Please make check payable to Agnieszka Wormus and mail it to:

Agnieszka Wormus
1409 Glen Eagle Ct
Fort Collins, CO 80525

\$1,000 retainer received on: Date _____

Signed (Agnieszka Wormus) _____

THANK YOU!