

**AGREEMENT FOR EVENT PHOTOGRAPHY**  
JEROME TSO PHOTOGRAPHY AGREES TO PHOTOGRAPH THE EVENT OF:

Ian Hilligoss and Ruth Newkirk

ON: June 18, 2023 Contracted time to start: TBD

DESCRIPTION OF PHOTOGRAPHIC SERVICES TO BE PROVIDED:

*Custom Wedding Package* ~~\$5785.00~~ **\$3685.00 + tax**

**10 hour wedding day coverage**

1 Photographer – Jerome

1.5 hour pre wedding day shoot

Includes around 800+ edited high resolution digital images ~ most in color, some in b/w

Copyright release for you and your family to print the portraits

Online website gallery to share with friends and family with digital download

Custom Wedding Box of around 100 4x6 prints and USB

30-40 hours of editing

Client Full Name: Ian Hilligoss and Ruth Newkirk

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Venue Location: Chehalis Seventh Day Adventist

E-mail: \_\_\_\_\_

Professional Fee:	<u>\$3685.00</u>
Plus Sales Tax	<u>\$302.17</u>
Total Due	<u>\$3987.17</u>

<b>Deposit:</b>	<b>\$1015.00</b>	
<b>Sales tax:</b>	<b>\$90.61</b>	
<b>Total:</b>	<b>\$1105.61</b>	<b>Due: February 15, 2023</b>

<b>Balance:</b>	<b>\$2670.00</b>	
<b>Sales tax:</b>	<b>\$218.94</b>	
<b>Total:</b>	<b>\$2888.94</b>	<b>Due: June 1, 2023</b>

## TERMS AND CONDITIONS – PLEASE READ CAREFULLY

### **AGREEMENT:**

This Photography Agreement (the "Agreement") is made between **Ian Hilligoss and Ruth Newkirk** (the "Client") and Jerome Tso Photography (the "Photographer(s)") as of **Thursday January 26, 2023** (the "Effective Date") for **Ruth and Ian's Wedding** (The "Event") to take place on **Sunday June 18, 2023**. The Client and Jerome Tso Photography may be referred to together as the "Parties." This agreement contains the entire understanding between Jerome Tso Photography and the Client. It supersedes all prior and simultaneous agreements between the parties. Any changes or additions to this agreement are to be made in writing and signed by all the relevant parties. This Agreement shall be governed by the laws of the State of Washington.

### **DESCRIPTION OF SERVICES:**

The parties agree that Jerome Tso Photography will furnish photographic services as specified below. The Photographer(s) shall be the exclusive professional photographers retained by The Client for the purpose of photographing The Event. Wedding guests and family members are welcome to photograph at The Event but shall not interfere with The Photographer(s)' duties. The Client agrees that The Photographer(s) may, at their discretion, reposition people or objects, or direct changes to existing or supplemental lighting in the rare instance when such factors interfere with The Photographer(s)' duties.

Digital images will be ready within 8-12 weeks of the wedding date, although depending on your wedding date digital images may be available earlier.

### **COMPENSATION AND FEES:**

An initial retainer is due at the execution of this Agreement, which will be applied to the total amount due. The retainer is non-refundable, but may be transferred upon cancellation, subject to Jerome Tso Photography's availability. The total amount due is specified below, and reflects all services agreed on by The Client and The Photographer(s) for The Event. The remaining amount due shall be paid in full no later than 2 weeks before the event day and prior to delivery of any part thereof. Unless otherwise arranged by Jerome Tso Photography and The Client. The Client agrees to pay all deposits, retainers and/or fees associated with photographing at a specific location, event or venue. All prices are in US Dollars. All credit card payments are final.

### **LIMIT OF LIABILITY:**

Jerome Tso Photography takes the utmost care with respect to exposure, transportation and processing of photographs; including, using professional camera equipment and professional backup equipment. While every effort will be made to produce and deliver outstanding photographs of the event, Jerome Tso Photography's entire liability to the client for claim, loss, or injury arising from Jerome Tso Photography's performances is limited to a refund to the client of the amount paid for services. Because this is an uncontrolled event, Jerome Tso Photography cannot guarantee delivery of any specifically requested image(s). The Photographer(s) have the right to refuse to produce any image that could violate libel or copyright laws, or in the course of its production could cause or contribute to bodily injury, death, equipment damage or property damage or destruction. Additionally, Jerome Tso Photography cannot be responsible for the effects of the subjects' physical appearance, including body position, facial expressions, blinking or clothing. Jerome Tso Photography cannot be responsible for the effects of environmental conditions, including, but not limited to, weather conditions, temperature, existing lighting or aesthetics of the shoot location. In the unlikely event of personal illness, injury or other circumstances affecting the Personnel (named in and defined below) that are beyond the control of The Photographer(s), substitute Personnel of high qualifications, subject to acceptance by The Client prior to The Event, may be sent to fulfill the obligations of the Personnel named below. In such case that The Client declines the substitute Personnel, The Client may instead terminate this agreement and a refund may be issued. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or computer

malfunction, lost in the mail, or otherwise lost or damaged without fault on part of the photographer.

**COPYRIGHT AND USAGE:**

As the author of all images made hereunder and as provided for by law, Jerome Tso Photography shall retain the copyrights in perpetuity, regardless of possession or ownership of negatives, photographs, digital files or any other format of reproduction. Use by The Client: The parties agree that The Client may use the images created hereunder for any personal, non-commercial purpose, including display on personal websites, and the publication of wedding related announcements or articles, and, when customary, include copyright reference or credit line. The Client will not permit, participate or assist in any commercial use or sale of the images without specific consent of Jerome Tso Photography. Use by Jerome Tso Photography: The parties agree that Jerome Tso Photography may reproduce, publish, exhibit and otherwise use the images created hereunder as samples of The Photographer(s)' work to be shown to prospective clients, for instructional purposes during lectures and educational seminars taught by The Photographer(s) and for generic institutional purposes, including use in conjunction with televised or published interviews. Additionally, The Client agrees that Jerome Tso Photography may provide photographic prints and/or electronic files to other vendor(s) who provided services at The Event for their self-promotional purposes. Any use of the images produced hereunder by The Photographer(s) shall be judicious and consistent with high standards of taste and judgment. The Photographer(s) shall not permit, participate or assist in any commercial use or sale of images produced hereunder (except for the provisions outlined above) in which recognizable person(s) are pictured without specific consent of The Client or the recognizable person(s) in the images.

**SPECIFICALLY REQUESTED IMAGES:**

While every reasonable effort will be made to produce and deliver outstanding Works, certain aspects of any photo shoot cannot be controlled; therefore Jerome Tso Photography cannot guarantee delivery of any specifically requested image(s). Jerome Tso Photography makes no warranty of any kind, whether expressed, implied, statutory, or otherwise in regards to specifically requested images under this Agreement. Jerome Tso Photography will not be held responsible for any effect on the Works due to guests' (or any other) flashes; or any other effect on the Works due to any other cause in or outside of The Photographer(s)' control.

**RULES:**

Jerome Tso Photography (and its personnel) will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with The Works may negatively affect the quality of the photographs taken and increase the number of times photos must be re-taken. If the client is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of Jerome Tso Photography, it will result in the early or immediate departure of The Photographer(s). The client understands that in such an event, no refunds will be granted.

**ARCHIVING:**

The Photographer(s) shall be liable for archiving images made at The Event for a period of 12 months after the date of The Event. The Photographer(s) shall not be held liable for archived images lost due to acts of war or terrorism, or natural disasters. If high-resolution digital images ("Digital Negatives") are provided to The Client, The Photographer(s) shall supply the images on a high-quality archival medium. However, The Client understands that the medium upon which the Digital Negatives are recorded may fail over time. It shall be the responsibility of The Client to make backup copies of the Digital Negatives provided by The Photographer(s) to The Client.

**CANCELLATION:**

In the event that the client cancels the contracted services outlined in this contract before the event, the retainer and any payments made thus far will be forfeited. In the event of a postponement, the retainer and any payments paid can be credited towards a new date (within 1 year of the original wedding date), given availability. The credit of the retainer and any payments paid can be transferred to only one new date. Subsequent changes to the dates after the first postponement will be subjected to a new contract. *If the event cancellation is due to a ban on gathering, then the retainer and any payments made thus far can be traded in for a 1-hour engagement session. If the engagement session is already photographed, then nothing more can be exchanged.*

**CLIENT INFORMATION:**

Client name: Ruth Newkirk and Ian Hilligoss

**SERVICES PROVIDED:**

- 10 hours total coverage
- 1 photographer—Jerome
- Includes 800+ edited high resolution digital images ~ most in color, some in b/w
- 1.5 hour prewedding day shoot
- Copyright release for you and your family to print the portraits
- Online website gallery to share with friends and family with digital download
- Custom Wedding Box of around 100 4x6 prints and USB


**PRICING AND PAYMENT POLICY:**

The total price for the above services and product(s) is \$3987.17 (US Dollars). Payments shall be due at the following times:

- Deposit \$1105.61 Date Due: 2/15/23
- Balance \$2888.94 Date Due: 6/1/23

Cancelled Events must be rescheduled within 45 days of notice of cancellation in order to re-apply the retainer. If The Event is cancelled, The Client must notify Jerome Tso Photography in writing that The Event has been cancelled. Otherwise, The Client shall be responsible for the payment schedule as set forth above. Rescheduled events shall be subject to standard pricing in effect on the date to which the event has been rescheduled, and any pricing changes shall be documented in a separate addendum. Any discounts will be applied at the time of purchase.

Terms and conditions of this contract with JEROME TSO PHOTOGRAPHY, are understood. The terms of this agreement (dated) \_\_\_\_\_, 20\_\_\_\_, are accepted by

\_\_\_\_\_ and  \_\_\_\_\_

Contracting Party Studio Representative

Please Print, fill out, and sign and mail the contract and deposit check to the address below:

**Jerome Tso Photography**  
**PO Box 81**  
**Galvin, WA 98544**

### Pricing Breakdown

<b>Description</b>	<b>Price</b>	<b>Discounts</b>
The PNW 8 hour package (includes 30-40 hours editing)	\$4485.00	
Up to 2 hours extra coverage on wedding day (total 10 hours)	\$650.00	-\$650.00
1.5 hour prewedding day session	\$650.00	-\$650.00
Subtotal	\$5785.00	
Lewis County Wedding Discount + pay by check only discount		-\$800.00
<b>Total Discounts</b>		-\$2100.00
Subtotal Including Discounts	\$3685.00	
Sales Tax	\$302.17	
<b>Balance</b>	<b>\$3987.17</b>	

**Pricing is based on Jerome Tso Photography's 2023 Lewis County Wedding Pricing PDF found**

**<https://www.jerometsophotography.com/wp-content/uploads/2022/07/twentytwenttwointhepnwlewiscounty.pdf>**