



# Contract for Services

**Event is on Sep 10, 2023**

Event location 636 Adelphia Road. Freehold NJ 07728

This agreement is made as of Sep 25, 2022 between

Jamie Porter  
(hereinafter "Client")

and

Timeless Photo  
(hereinafter "Business Owner")

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

1. Purpose of the Agreement: Client hires Company to provide services relating to Client's your wedding date(s) (the "Event") as detailed in this Agreement. Company has agreed to provide such services according to the terms and conditions set forth in this Agreement.
2. Deposit: A non-refundable retainer consisting of half of Client's wedding package rate (the "Deposit") is required to reserve the Event. This is done via email invoice that can be paid with a credit or debit card, electronic payment (Paypal, Venmo), or ACH payment. By booking the Event, Client is reserving those date(s); consequently, Company will turn down others who inquire for those date(s) after you have booked. Client agrees that the Deposit fairly compensates the Company for committing to provide the Services and turn-down other potential projects/clients. For this reason, the Deposit is non-refundable. Booking is not considered complete until the Deposit has been paid. If Client downgrades his/her package later, the Deposit for any/all cancelled are *not* transferable to the final payment.
3. Contact: Client will be contacted by Timeless Photo Manager within one (1) week of booking to review general details of the Event; and establish communication expectations for the duration of time between booking and the event taking place. If Client is not contacted by his/her Event Manager, Client may contact Company's customer service team after the one (1) week period at: [hello@timeless-photo.com](mailto:hello@timeless-photo.com). Client will also be contacted by Photographer and/or Videographer at least two (2) months prior to first event. If the duration between booking and first event is less than two (2) months Client will be contacted by the Photographer and/or Videographer, the "Team Member", within two (2) weeks of booking. Client must confirm with his/her Team Member(s) at least forty-eight (48) hours prior to the Event (including engagements, bridals, wedding day, etc). Client's Team Member(s) are subject to change at any time. If Client does not have contact information for his/her Team Member(s), Client may contact customer service at the email above.

4. Style: Company has developed a unique style of video/photo. For video, Company generally captures highlight footage (short clips sequenced together and put to music). Unless Client's package includes audio, Company captures live audio with a separate recording device but now with a camera. If audio quality was jeopardized for some reason the Company holds the right to request a post event staged recording from the Client. Company does not accommodate all special requests regarding style; however, Client's Team Member(s) capture/edit the Event—and Company has editorial control of the finished product. There will always be variations in content as light, clients, atmosphere, climate, and location are always different. Company advises against referring Client's Team Members to specific work of others as it hinders Company's creative process. Prior to the Event, Client may discuss preference with his/her Team Member(s) before the content is captured at the Event.

5. Music Choice: Client may select music for his/her video from the following two (3) websites: fyrfly.com (<http://songfreedom.com/>), artist.io (<https://artist.io/>), or musicbed.com (<http://www.musicbed.com/>). For more information about how to select song(s),

6. Duration: The finished video will be dependent on the purchased Package; the length of the songs determines the length of the video to a degree. While the cameras Company uses fulfill all intended purposes, certain cameras can overheat after continuous recording for an extended period. If Client desires for a specific segment of the Event to be captured from start to finish, such as a speech or dance, Client must discuss this with his/her Team Member(s) prior to the Event.

7. Meal Breaks: For five (5) hours of coverage, Team Member(s) are allowed to take at least a half-hour break for meals; and one (1) hour for eight (8) hours of coverage, e.g. between your wedding ceremony and wedding reception). This does not include travel time. This break can be substituted by a meal provided at either Client's wedding luncheon or reception. Breaks cannot be utilized to divide a Team Member's time into multiple periods; he/she is scheduled for a period of time for the Event (e.g. ceremony coverage and for reception coverage).

8. Payment: Company will email an invoice for the final payment (the "Final Payment") to Client at the time Client books the Event. Final Payment for services is due no later than seven (7) days before the day of the Event. If Client fails to pay the Final Payment prior to seven (7) days before the Event, Team Member(s) will not be present at the Event whatsoever. Client may pay the Final Payment any time after booking (and before the seven (7) days before the Event). Any travel fees and extra hour fees decided upon on the day of the event will be invoiced by Company.

9. Wedding Day: Client's Team Member(s) will be at the venue within thirty (30) minutes before the ceremony begins, or at the time team Member(s) and Client agree upon. Client may add extra time if the Team Member(s) are available at the rate of \$200 per hour, per Team Member(s). If there is an extensive time gap between the ceremony and reception, there is a \$100 charge per Team Member(s). If the Client requests to split the package hours between two (2) or more days, there is a \$200 charge per Team Member(s). All additional charges will be invoiced by Company.

10. Video/Photo Delivery: Client's video and/or photographs will be transmitted to Client via email within thirty (30) business days after the Event. Be advised during periods of high volume, this may take longer than thirty (30) days, but no longer than sixty (60) business days. Client may contact his/her Event Manager for information regarding turnaround. Company's wedding packages come with one (1) complimentary video and photograph re-edit. If Client determines that any photograph or portion of video requires a re-edit, change, or adjustment, Client is required to send an email to the Company detailing his/her requests to [hello@timeless-photo.com](mailto:hello@timeless-photo.com). After Client's complimentary edit, any/all additional edits will be charged \$75 per edit. All edit requests must be made within two (2) weeks of the video/photograph gallery being sent to Client via email. Client's final video and photographs will be available for viewing and digital download; links will be emailed to Client and video and photographs will be hosted for thirty (30) days. All RAW files will be deleted thereafter. Client receives all printing rights to his/her photographs. By signing this Agreement, Client provides an irrevocable unlimited license of the creative rights to Company to use any/all photographs or video footage in Company portfolios both online and offline for marketing purposes. All invoices must be paid in full prior to video and photo delivery.

11. Video/Photo Posting: Company provides Client with a final digital file of the Event for Client to upload for use in social media. Company does not include watermarks on any photographs or videos.
12. Raw Footage: Upon request via email at [hello@timeless-photo.com](mailto:hello@timeless-photo.com) within seven (7) days of the Event, Company can provide Client with raw video footage free of charge. The footage is uploaded to Company's online cloud where Client is provided an access link to download any/all portions. Client is hereby advised that video is numerous clips and taken in high definition so the files are very large. Company does not provide raw photo files without exception.
13. Technology Failure: It is extremely unlikely for anything to go wrong, but it is possible to experience technical issues with equipment when shooting/filming the Event. This could include SD cards breaking, cameras overheating, malfunctions, or equipment theft. Client agrees Company and Client's Team Member(s) are not responsible for technology failures of any kind that may happen during or after the Event.
14. Weather/Traffic Conditions: In the case that weather or traffic causes an issue, Client agrees Company and/or Team Member(s) are not responsible. Company policy and practice is to always leave more than adequate time for travel, and Team Member(s) will work in inclement weather as long as it does not pose a risk of safety to Team Member(s) and/or equipment. If, because of these conditions, Team Member(s) do not attend the Event, Client will not be charged for that specific Event. Client will still be charged for other Events that have already been filmed/shot.
15. Date Change/Cancellation: If Client decides to change date(s) for any reason, he/she must contact Company first to ensure availability for new date(s). If Client does not contact Company to make sure Company has availability before changing the date(s), there is no guarantee Company will be available for the Event. For COVID cases and state-mandated regulations, Company will accept a date change or refund of the deposit. If Client cancels altogether, the Deposit is non-refundable, but Client is not charged the Final Payment. However, Client is charged, for any/all services already provided (e.g. engagement session).
16. Travel Fees: Local Events twenty (25) miles or more from the closest metropolitan area will have a travel fee of \$0.50 per mile, per Team Member(s). If the location is more than ninety (90) miles one way from the closest metropolitan area, there will also be an extra fee added on for hotel per Team Member(s). There is a \$30 fee per Team Member(s) for additional locations aside from Ceremony and Reception venues, and second location for Sessions.
17. Out-Of-State Travel Fees: Travel fees for any out-of-state Events are based on the lowest cost flights, hotel, and transportation (within reason) Company is able to find to the location. If the Event schedule changes or expands, Client may be subject to extra travel fees to compensate for the extra days/time.
18. Punctuality: The Parties agree timing and light are extremely important for photography and videography. Client agrees to be ready to go at a location by the time scheduled to begin with your Team Member(s). An overtime charge of \$125 per hour per Team Member(s) will be invoiced by Company if Client is late to a shoot and/or the shoot goes overtime. Team Member(s) cannot guarantee his/her availability for overtime on any type of session.
19. Locations; Circumstances: Client agrees and understand every lighting, location, climate, and circumstance at a shoot is different. While variation always exists, Company agrees to provide a consistent style and quality of photography and video for Client.

20. Team Members: Client requests (if any) for specific Team Member(s) to cover an Event may be granted but Company does not make any guarantees. Client understands and agrees all Team Member(s) are highly trained, conduct themselves professionally, and will provide Client with professional service and product. Assigned Team member(s) are subject to change at any time at Company discretion.

21. Artistic Rights: Company retains all rights of discretion in selecting and editing the materials released to Client without exception.

22. Indemnification: Team Member(s) and Company shall be held harmless for any and all injury to Client during the course of the photography and/or videography session and the immediate surrounding Events. We require at least 60 days notice should your vendor require our Certificate of Insurance. Please contact the manager at [hello@timeless-photo.com](mailto:hello@timeless-photo.com).

23. Sole Photographer/Videographer: Client understands and agrees that Company will act as the sole and exclusive paid wedding photographer and/or videographer. Flashes from guests' cameras and guests blocking ceremony shots may obscure shots taken by Team Member(s), Client acknowledges that he/she is responsible for notifying all guests that guest photography shall be limited and not at the expense of the professional photographer's work. Company is not responsible for moments missed or shots ruined due to guests, photographers, and/or videographers hired outside of Company.

24. Waivers: Client expressly waives and releases Company from liability for any claim for personal injury or property damage caused by Company's and/or Team Member(s). Except as otherwise prohibited by law, Company disclaims and shall not be responsible for any liability for indirect, special, incidental, consequential, exemplary, punitive, stigma and/or loss of enjoyment damages. The obligation of Company specifically stated in this Agreement are given in lieu of any other obligation or responsibility, express or implied, including any representations.

25. Mandatory Arbitration: Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the Parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under its Commercial Arbitration Rules. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class wide/class action basis. If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Any Claim relating to or arising from this Agreement must be brought, held, or otherwise occur in the federal judicial district that includes Luzerne County, Pennsylvania. This arbitration agreement applies to all claims now in existence or that may arise in the future. Any arbitration hearing will take place at a location within the federal judicial of Luzerne County, Pennsylvania.

26. Governing Law: Except for the Mandatory Arbitration provision in Section 25 above, Company and Client agree that this Agreement will be governed by and construed in accordance with the laws of the State of Pennsylvania without reference to conflict of law provisions. Company performs services in accordance with all applicable laws. In the event of a change in existing law as it pertains to the services offered by Company to Client, Company reserves the right to unilaterally revise this Agreement.

27. Force Majeure: Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

- A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation);  
or
- War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not);  
or
- Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

28. Failure to Perform Services. In the event Company cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

- Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
- Issue a refund or credit based on a reasonably accurate percentage of Services rendered;  
and
- Excuse Client of any further performance and/or payment obligations in this Agreement.

29. Entire Agreement: Client acknowledges that the only terms and conditions of this Agreement are those stated herein and that there are no other terms, written or oral, or provisions which apply other than those included in this Agreement. If any provisions (or portions thereof) of this Agreement are found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement.

With my deposit, I am paying the Deposit to reserve video and/or photography. I acknowledge if I cancel the video or photo, I will pay an early termination fee equal to the amount of the deposit. My initial signifies that I have read, understood, and agree.

I acknowledge that the quality of videography and photography can be subjective and that I have reviewed video and pictures from Timeless Photo and approve of Timeless Photo using their creative process expertise to film, photograph, and edit at their sole discretion. My initial signifies that I have read, understood, and agree.

## **Services Included:**

Silver Photo Special

- 4 hours of photography
- 400 fully edited photos
- no watermarks
- printing rights

Travel

## Cost, Fees, and Payment

**Cost.** The total cost ("Total Cost" before taxes and fees) for all Services is \$940.00 due in full seven (7) days before Sep 10, 2023. Client shall pay the Total Cost to Vendor as follows:

Due Date	Amount Due
Sep 3, 2023	\$470.00
(TBD) - 2 day(s) after contract signed by client	\$470.00

This section will auto-populate with your Payment Schedule

The first payment is a non-refundable retainer. At a minimum, Client agrees that the retainer fee fairly compensates Vendor for committing to provide the Services and turning down other potential projects/clients. The final payment shall be paid through an online invoice that will be emailed to the client. This installment can be paid at any time prior to the due date.

Client:

I agree to the terms and conditions of this contract.

Jamie

Porter

9/25/22

*Jamie Porter*

Business Owner:

I agree to the terms and conditions of this contract.

First Name

Last Name

*Signature*