

FACEFORWARD IMAGERY
Wedding Photography Service Agreement

1. Entire Agreement

It is mutually agreed that the following terms of agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by both parties in writing. The parties are hereby known as FACEFORWARD IMAGERY, LLC (hereinafter referred to as "FACEFORWARD") and the Bride and Groom (hereinafter referred to as "Client"). The contract for wedding photography services is effective and binding from the date it is signed by both parties and the initial retainer having cleared the Client's account.

2. Service Order

FACEFORWARD agrees to have photographers in attendance during the wedding day, bridal session, engagement session and / or for any other occasion as required by and stated in the service order attached to this document.

3. Reservation and Payment

Upon signature of this agreement, FACEFORWARD will reserve the times and dates described in the service order for the Client. 25% of the full amount is considered retainer and is due immediately upon signature and receipt of this agreement. The retainer is non-refundable upon cancellation resulting from any circumstance or reason except for cancellation, withdrawal or inability to perform service by FACEFORWARD. The retainer however, may be re-applied in the event the wedding or any related session is rescheduled to another date as agreed upon by FACEFORWARD and subject to availability. 50% of the full amount is due 30 days prior to wedding date. The Client agrees that if 50% of the full amount is not paid as described above, FACEFORWARD will not perform any service as stated in the service order and there will be no liability to FACEFORWARD. The remaining 25% of the full amount is due upon delivery of all finished products described in the service order (books, albums, DVDs, prints, etc.). No finished product will be released without payment.

4. Cancellation by Client

Written notification from the Client is necessary in order to cancel the agreed upon services. The Client may cancel this agreement at any time, subject to the following charges:

1. From the date the agreement is signed to nine calendar months from the wedding date, the Client's liability is limited to the initial retainer only.
2. Less than nine calendar months to six calendar months from the wedding date, the Client agrees to pay 30% of the full service order amount.

3. Less than six calendar months to three calendar months from the wedding date, the Client agrees to pay 40% of the full service order amount.
4. Within three months from the wedding date, the Client agrees to pay 50% of the full service order amount.

5. Right of Withdrawal and Cancellation by FACEFORWARD

FACEFORWARD's discovery of new information, changes or other factors circumventing its policies may result in withdrawal. Non-cooperation; changes of locations, facilities or times available; missed appointments; bad or returned checks and payment delays are examples of contributing factors at the discretion of FACEFORWARD that may result in termination of the service order. Should FACEFORWARD initiate withdrawal, the retainer and all incurred payments will be refunded except for all fair market value product(s) and service(s) provided prior to the time of withdrawal. In the event of withdrawal, the Client will be billed \$75 per hour for time dedicated and all services already provided. The Client will not be billed in excess of amounts already paid.

In the event FACEFORWARD must cancel this agreement for reasons beyond its control including but not limited to death, injury, sickness, acts of God, FACEFORWARD's liability shall be limited to a full refund of all amounts paid including the retainer.

6. Limit of Liability

In the unlikely event that all or some of the photographs / video capture fails to materialize or there is total service failure due to reasons beyond FACEFORWARD's control, the liability of FACEFORWARD is limited to the refund of the total amount paid. Neither party shall be liable for indirect or consequential losses and the liability shall not exceed the full monetary amount stated in the service order.

7. Copyright and Model Release

The Client agrees to give FACEFORWARD and all licensees, assignees and associates the absolute right to own, copyright and use the photographs taken at the wedding or during any related session, any reproduction and adaptations thereof, in whole or in part, alone or in composite or altered form, or in conjunction with any wording or other forms of art, for advertising, publicity, editorial or any other purpose including use on the Internet and World Wide Web or transmission by any other means.

The Client agrees, understands and waives the right to inspect or approve the finished use of photographs, video capture and / or finished product of any design, and that the copyright of all material belongs to FACEFORWARD.

The Client releases and discharges FACEFORWARD, all licensees and assignees from any liability whatsoever, by reason of distortion or alteration or use in composite or other

