# Fun Photo Guys®

### **Engagement Photography Services Order Form**

#### **CONTACT INFORMATION**

BRIDE/GROOM BRIDE/GROOM

PHONE PHONE

E-MAIL ADDRESS

**ADDRESS** 

CITY, STATE, ZIP

DESIRED LOCATION(s) FOR ENGAGEMENT PHOTOS

#### **COMMENTS / INSTRUCTIONS**

Fun Photo Guys<sup>®</sup> will provide up to two (2) hours of photographic coverage for \$250 at an outdoor scenic location of your choice within the San Francisco Bay Area. (Ask us for ideas or to recommend a location!)

Fun Photo Guys<sup>®</sup> will charge \$75 per half-hour for any hours beyond what is stated here.

Fun Photo Guys<sup>®</sup> reserves the right to charge \$.60 per mile for travel expenses plus any tolls or parking fees for photo shoots outside of San Francisco, Alameda and Contra Costa Counties.

#### SPECIAL OFFER! FREE ENGAGEMENT PHOTOS

If you choose Fun Photo Guys<sup>®</sup> to photograph your wedding, we will credit \$250 toward the final payment (some restrictions apply). You must choose either a medium or large wedding package and have at least four (4) hours of paid photographic coverage to qualify. Not valid with any other discounts/offers. Does not apply to the deposit.

#### **TIPS**

- The goal of the engagement photo is to capture you as you appear in everyday life together and show how comfortable you are with each other
- · Wear casual, complementary clothes. Wear comfortable clothes that you can sit, stand, and walk in
- Consider having your hair and makeup done on the day of the Engagement Photo Session to "test" how it might look in photographs on your wedding day
- Dress in solid colors, preferably earth tone colors such as blue, brown and green
- · Avoid colors that will cast a reflective color on your skin, such as bright reds, yellows and oranges
- Large/bold patterns and shirts with logos are not recommended
- Wear like colors and clothes that blend well together. While all the clothing doesn't have to match, the colors should be harmonious.
- Dark clothing tends to minimize body size; light tones emphasize body size.
- Wear presentable shoes and socks as they may be in the picture
- Avoid wearing glossy makeup; the shine catches the flash & can spoil the results
- · Avoid wearing dark eyeliner; it makes your eyes appear small
- · Wear only simple jewelry. Avoid wearing too much jewelry or big jewelry
- If you have contact lenses, wear them. Glasses can cause unwanted reflections, although we can usually compensate by adjusting the position of the lights.
- Bring sunglasses. They can be used as props to add fun & character to photos

## Fun Photo Guys® Photography Services Agreement

This agreement for photography services is entered into by the person(s) described on page 1, referred to as "Client", and "Fun Photo Guys®", an independent contractor licensed for business in Martinez California. This contract is not considered "work for hire".

#### **DESCRIPTION OF SERVICES**

Fun Photo Guys® will provide high quality photographic services for the event(s) described on page 1. Unless otherwise noted, we will provide one professional photographer to take photographs using digital camera equipment, producing "Digital Images" in high-resolution .JPG format. In addition to the primary photographer assigned, Fun Photo Guys® may use additional photographers and/or assistants at its discretion. Unless otherwise agreed upon, the Digital Images will be delivered to the Client electronically over the Internet (Internet Photo Gallery) and via DVD (Digital Photo Album). The Internet Photo Gallery will be online for six (6) months and will be removed at the discretion of Fun Photo Guys®.

#### **COOPERATION & AVAILABILITY**

The parties agree to cheerful cooperation for the best possible results. In order to help achieve the best results possible at large events, either the Client or their designee must point out individuals/groups that are important to have photographed. It is the Client's responsibility to ensure that key individuals are on time, available, and prepared to be photographed. Client will provide Fun Photo Guys® with an estimated number of guests expected to attend. If the estimate differs significantly from the actual guests that attend, Fun Photo Guys® reserves the right to adjust the price on the final bill accordingly.

#### DESIRED SCENES

The Client will provide Fun Photo Guys® with a list of suggested photographs that they desire in advance. While every attempt is made to accommodate the Client's desired list of photographs and create the best images possible, no particular image is guaranteed. Fun Photo Guys® is equipped to handle most low-light situations. In situations where flash photography is prohibited or is deemed to be unsafe, the Client agrees to accept the Digital Images as-is, given the technical limitations of low-light photography.

#### COPYRIGHT, LICENSE TO USE, AND MODEL RELEASE

It is understood that Fun Photo Guys® owns the copyright to all of the Digital Images and reserves the right to use them for display, publication, advertising or other purposes. Upon receipt of final payment, the Client is granted a Non-Exclusive Unlimited License to use the Digital Images for their own non-commercial purposes, such as printing, electronic messaging, exchange with friends and relatives, or display on the Internet. No Digital Images will be provided to the Client until full payment has been made. Fun Photo Guys® is a Registered Service Mark of Fun Photo Guys®.

#### DEPOSIT, RESERVATION AND SCHEDULING (FOR PERSONAL EVENTS)

For large events, a non-refundable retainer totaling 50% of the agreed upon amount is due upon signature of this agreement. The balance is due the day before the event. Any overtime fees approved verbally by the Client during the event are due upon completion of the event. For Engagement Photo Sessions and Portrait Sessions, payment in full is due at the time the photos are taken. Upon signature and receipt of the deposit, Fun Photo Guys® will reserve the specified date and time for the event. All deposits are non-refundable even if the date has changed or the event is cancelled for any reason.

#### PURCHASE ORDERS, CREDIT, RESERVATION AND SCHEDULING (FOR CORPORATE EVENTS)

Upon signature of this contract and receipt of an approved, valid corporate Purchase Order from a company in good standing with good credit, Fun Photo Guys® will reserve the specified date and time for the event. Fun Photo Guys® will send an invoice immediately following the event, which is due and payable upon receipt. Cancellation may be made up to seven (7) days prior to the event without penalty. Any Cancellations within the seven (7) day period before an event will be subject to a 20% Cancellation fee. Rescheduling within the seven (7) day period or for a time/date when we are not available is considered a Cancellation.

#### **PAYMENTS, CORRESPONDENCE**

Please send payments and correspondence to: Fun Photo Guys, 1155-C Arnold Drive, #314, Martinez, CA 94553

#### LIMITATION OF LIABILITY

Although great care will be taken with the Digital Images, this contract limits the entire liability for any claim, loss, injury or failure to deliver Digital Images to the return of any fees paid by the Client under this contract. In the unlikely event of personal illness or other circumstances beyond the control of Fun Photo Guys®, an attempt will be made to procure the services of another professional photographer to fulfill the obligations of Fun Photo Guys®. Fun Photo Guys® is not responsible or liable for any other damages beyond the amount of this contract. Client agrees to indemnify, defend and hold Fun Photo Guys® and their representatives, agents, contractors, employees, successors and assigns, harmless for any and all liabilities, damages, claims, suits, judgments, costs, fees and expenses that arise as a result of or in connection with the services provided.

#### **OTHER SERVICES**

This contract is for the photography services and electronic delivery of the Licensed Digital Images only. Additional services, such as providing high-resolution Digital Images on physical media, touch-ups, or editing are available as a separate order.

Any changes to this agreement must be made in writing and signed by all the parties. This agreement constitutes the entire understanding of the parties and is governed by the laws of the State of California.

By signing this contract, Fun Photo Guys® and the Client agree to all of the terms and conditions stated in this contract.

SIGNATURE		DATE
	CLIENT	, , , , , , , , , , , , , , , , , , , ,
SIGNATURE		DATE
	FUN PHOTO GUYS®	