



Expressions

**PHOTOGRAPHY
VIDEO PRODUCTION
PRO DJ & ENTERTAINMENT**

CLIENT & EVENT INFORMATION

Bride's Maiden Name:		
Grooms Full Name:		
Mailing Address:		
City, State, Zip:		
Telephone #:	1st	2nd
Wedding Date:		Time:
Location of Service:		
Location of Reception:		

	SETUP	START	END
Photographer:			
Videographer:			
DJ/Entertainment:			

DIRECTIONS: (or include maps)

ASSOCIATE VENDOR INFORMATION: (Include name, # and or website)

Bridal Dress:

Florist:

Music/DJ:

Cake:

Coordinator:

Caterer:

NOTES:

EVENT SERVICES CONTRACT

This is a contract between Expressions and _____, further referred to as the "Client".

Expressions agrees to provide Professional Service(s) on the _____ day, _____, _____.

I, _____ (print "Client's" name) agrees to pay \$ _____ (includes 7.5% FL sales tax) for services contracted and further referred to as the "Package" by Expressions. I agree to pay a mandatory retainer in the amount of \$ _____ (3 retainer options, Full Payment, 50% or 25% with montly payments. Mandatory 50% of the total contracted amount for a package of \$500 or less. A Minimum retainer of 25% if package is over \$500 with required equal monthly payments up to 14 days prior to the event.) The retainer should be made with the return of this contract **payable to Expressions**. The retainer received will be applied to the total contracted amount with a balance of \$ _____ which will be paid in (x) _____ monthly payments of \$ _____ due on the _____ of each month with the final payment due within 14 days prior to the wedding date. (*See separate payment schedule.)

		Notes:
Photo Package: _____	\$ _____	_____
Add. Services: _____	\$ _____	_____
Add. Services: _____	\$ _____	_____
Add. Services: _____	\$ _____	_____
7.5% Sales Tax	\$ _____	
Total :	\$ _____	

CONFIRMED DATES:

I understand that only upon receipt of the contract and retainer can Expressions confirm and guarantee my booking date. Expressions cannot hold wedding dates without a retainer. Dates are scheduled on a first come first serve basis. Requesting and receiving information from our studio does not constitute a confirmed booking or hold a date, nor does it place your wedding date on any kind of standby status.

AGREEMENT TO PAY:

I agree to pay the remaining balance of the "Package" within 14 days prior to the event on the aforementioned date. Please send a check, money order or credit card information for the remaining balance payable to **Expressions, 4740 Autumndale Dr., Pace, FL 32571**. Our company cannot provide the contracted services until the balance of contract is paid in full. Clients with monthly minimum payments over 30 days past due lose their initial retainer or 50% of package depending on whichever is greater, and forfeit their reserved date. Any applied payments beyond the forfeited amount will convert into a noncash store credit. Transfer of credit must be approved by Expressions. In the event of nonpayment, Expressions retains the right to attempt collection through the Escambia County courts. Purchaser will be responsible for all court fees, legal fees, and collection costs incurred by Expressions. Purchaser shall be charged \$30 for each bounced check plus a \$7.50 service charge for each collection notice.

ALTERATIONS TO THE CONTRACT:

I understand any changes made by the "Client" to the description of the "Package" after the signing of this contract may result in an increase to the provided services. Only the client identified in this contract may make additions to this agreement or alter the final package price. Downgrading is not allowed once a package is recorded and consented to by means of this contract. I agree that in the event that the wedding is cancelled or the date and/or time are changed for any reason, the client forfeits their initial retainer or 50% the total contracted amount whichever is greater. Any applied payments beyond the forfeited amount will convert to a noncash store credit with Expressions Photography. The client is responsible for creating reasonable working conditions. In the event of a natural disaster, dangerous weather, electrical problems, water damage or any adverse situation related to the event(s) location, Expressions ability to perform services as a result of any condition listed or not listed, or situation that is not consider normal working conditions, Expressions shall not be responsible to perform their contracted services. The client must either reschedule the event or forfeit the purchased services. The client must inform Expressions first of any alternative dates before making other arrangements. Expressions will make every attempt to accommodate any date changes, but is only obligated to abide by this contract. Expressions may invoke a fee for change of date in the amount of \$25. No alteration to this contract will be accepted by phone without providing a security code.

SECURITY CODE:

Each client must provide our staff with a security code. It may be a word, numbers or the last 4 digits of their Social Security number. This code is required if making any changes to this contract or the original invoice by phone. Please enter the last 4 digits of your SS# or any passcode you will remember: _____ (print clearly)

LIABILITY

Requested Start Time(s): Expressions will make every effort to be ready to perform services at the start time listed on the "Client Information Sheet", but cannot guarantee the clients requested start times. In the event of a delay in start time for any services, Expressions will add additional "End Time" for the affected service.

Photography: Liability of the photographer and Expressions concerning film, video, digital storage, media of any kind and photographs: Extreme care will be taken with all media and the processing of your photographs and/or video production. In the event of any loss or damage by Expressions which would result in a failure to deliver the contracted products, Expressions will attempt to reshoot all possible photographs or offer a noncash in store credit depending on the percentage of completion of the contract. Expressions is not by any means responsible for inadequate lighting, staging, backdrops or backgrounds provided by the client or at the event. Expressions can not be made liable for anything other then described in this contract. The use of checkoff lists and forms other than supplied by Expressions can hinder our staff in providing you with your requested services. Our staff makes every effort to provide the client with requested poses, but can not be responsible for missed shots not brought to our attention during the event and within the allotted time limit. Nor are we responsible for poses that are awkward. i.e. Misbehaving children, guests that can not stand for long periods, and other nontraditional situations.

Event Exclusivity Clause: Bars any other photographer, videography pro or guest at the event, from taking pictures or video while Expressions is performing their services, and that any breach of this agreement will constitute a reason for noncompletion of the job with no liability by Expressions and my result in the loss of any retainer and/or funds paid by the signing party. Guests will be refrained from taking pictures during formal photography services. Secondary flashes can cause overexposure and misjudged meter readings resulting in ruined shots. Guest are allowed to take images of the event during times that Expressions determines is appropriate. Guest using Professional equipment related to services contracted by Expressions will not be allowed.

Video Production: Liability of the videographer and Expressions concerning equipment, media and the recorded event content: Extreme care will be taken with equipment and the editing of your production. Expressions is not by any means responsible for attendees blocking camera(s), inadequate lighting, staging, props, backdrops or backgrounds provided by the client or at the event. Expressions can not be made liable for anything other than described in this contract. Our staff makes every effort to provide the client with requested angles or shots, but can not be responsible for any missed part of the event due to any of the items listed above. Since this is a live event, Expressions does not make any promises or guarantees to certain video footage or event coverage. Expressions staff and editors will make every attempt to conform to our standards and any demonstration videos that the client was shown. Not all events are the same and thus will not look identical to demonstrations footage.

DJ & Sound: The Client shall at all times have complete control, direction and supervision of the performance of services by Expressions at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services. Expressions must receive a written event planner or music request list prior to the engagement for it to be included in Expressions's programming guidelines. With or without a planner or request list, Expressions shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Expressions will make an extra effort to have music requests available if they are received by Expressions **in writing** at least 3 weeks prior to the engagement.

This agreement of Expressions to perform shall be excused by detention of our personnel by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majeure or any other legitimate condition beyond Expressions's control. If such circumstances arise, all reasonable efforts will be made by Expressions to find comparable replacement entertainment at the agreed upon fees. Should Expressions be unable to procure a replacement, Purchaser shall receive a full refund of all fees related to unused services paid to Expressions. Purchaser agrees that in all circumstances, Expressions's liability shall be exclusively limited to refunding the fees paid and that Expressions shall not be liable for indirect or consequential damages arising from any breach of contract.

Additional Fees: The amount agreed upon and shown date and times enter in the "Client Information Sheet" applies to the service(s) times set forth in this agreement. Performance time added after the start of the engagement will be provided at the rate of \$ _____ per hour. Overtime is billed in half-hour increments. There is a 10-minute grace period before overtime is incurred for any half-hour period. It may not always be possible to provide additional time for service(s). However, when feasible, requests for extended service time will be accommodated. No guarantee is made as to Expressions DJ services setup time of arrival; however, Expressions requests that they be permitted _____ hours before and _____ hours after the engagement for setup and take down. If Purchaser or venue requires Expressions to complete setup more than 15 minutes before the start time indicated in "Client Information Sheet", or to postpone take down more than 15 minutes after the end time indicated in "Client Information Sheet, the additional time will be charged at the rate of \$60 per hour. Expressions also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or take down in less time, or if equipment must be carried up stairs, lifted onto a stage or loading dock, or carried across a lawn or moved over 500 feet to reach the setup area, additional labor fee of \$60 will be added to your account.

Damages: Purchaser will take reasonable steps to protect Expressions equipment and personnel during the contracted period. Any damages incurred due to event guests, venue personnel or other parties (except in the case of gross negligence on the part of Expressions) will be payable by Purchaser to the extent of repair or replacement of damaged equipment, and all costs of medical treatment.

Threat: In the event of circumstances deemed by Expressions to present a threat or implied threat of injury or harm to Expressions staff or any equipment in Expressions's possession, Expressions reserves the right to cease services. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Expressions shall resume services in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Expressions resumes services. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this event, Expressions reserves the right to deny any person access to areas where our photo equipment, sound system, video equipment, lighting or any other equipment is being stored or used.

Cancellation: This agreement cannot be canceled except by mutual written consent of both the Purchaser and Expressions. If cancellation is initiated by the Purchaser in writing and agreed to by Expressions in writing, Purchaser will be required to pay *(in addition to the retainer fee)* any unrecoverable costs already incurred by Expressions *(but not more than the total fee agreed upon)*. Otherwise Purchaser shall be obligated to make full payment of the total fee agreed upon.

Purchaser shall provide Expressions with safe and appropriate working conditions. This includes, but is not limited to, providing a 6 foot by 6 foot area for each of Expressions main setups, space for setting up speakers and lighting stands, a 120-volt outlet (**3-prong grounded with at least 15 amps available**) from a reliable power source within 50 feet (along the wall) of the setup area, additional outlets on SEPARATE circuits for lighting (if contracted for); providing facilities that completely cover and protect Expressions's equipment from adverse weather conditions (i.e., direct sunlight, rain, excessive winds); providing crowd control if warranted; furnishing directions to place of engagement; and **free parking**. Purchaser accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with this provision.

Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, any and all venue fees related to Expressions services not covered by the clients contract with the venue, parking, use of electric power, fire marshal (for use of fog), overtime before or after the engagement utilized by Expressions for setting up and taking down equipment.

Packages/Special provisions

The laws of FL/AL State shall govern this agreement. Venue for any legal proceedings brought in connection with this contract shall be Escambia County, Florida. Purchaser agrees to defend, indemnify, assume liability for and hold Expressions harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis *(except in the case of gross negligence on the part of Expressions)*, which pertains directly or indirectly to Expressions's performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorneys' fees and court costs of the prevailing party.

Purchaser may not transfer this contract to another party without the prior written consent of Expressions.

This agreement is not binding until received and signed by Expressions. Any changes must be written and signed by both the Purchaser and Expressions. Oral agreements are nonbinding.

The latest contract supersedes all previous contracts between Purchaser and Expressions for the engagement listed above. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

Expressions may elect not to exercise their rights as specified in this agreement. By doing so, Expressions does not waive their right to exercise those rights at a future date..

All complaints must be received by Expressions in writing within 30 days of the contracted event for any action to be taken.

COPYRIGHT:

This contract constitutes an order for professional services. It is understood that any and all proofs, sample prints and negatives, media, digital storage, copies, video and any and all related products produced by Expressions remain the copyrighted property of Expressions, and they may be used for advertising or display. No duplication of proofs or prints, video or any content created by Expressions will be allowed without a written waiver supplied by Expressions. Expressions at its discretion determines which images and or content are presented to the client in individual proofs, video, online or the presentation album.

This agreement made and entered into this _____ day of _____, 20_____.

Client _____

Client Name:	
Contact #:	
Event Date:	
Package(s) Booked:	
Automatic Monthly Payments: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Credit <input type="checkbox"/> Card: <input type="checkbox"/> Visa <input type="checkbox"/> Master Card	
Card: #	
Exp: /	VC #: (3 Digits on back right hand side)
Street #:	
City:	Zip:

Expressions

4740 Autumndale Dr.
Pace, Florida 32571
(850) 994-9205

You may call monthly with your credit card payment, send a check or money order, or schedule a time to drop off payment at our office.

Activity	Date	Amount	Balance	Notes
	Due Date	Recv Date	Amount	Balance
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

PAYMENT NOTICE:

You have made an agreement and selected to make monthly payments for service(s) contracted. Your payment schedule due dates are outlined above and due on or before the date listed. There is a \$25 late fee assessed to your account for any payments past due per month. Please contact us as soon as possible if for any reason you can not make your monthly payments. Payments that run 2 months behind will be schedule for cancelation and forfeit monies paid and their event date.