

CONTRACT B

- A.**The Client shall pay a retainer of either \$1250 or \$2000 depending on chosen package to secure the services and product specified herein. Upon signing this contract the amount of the retainer shall be applied to reduce the total balance of the package. The final balance will be due for the receipt of clients on-line gallery. Processing may take up to 6 weeks during the busy season (May-October.) Client will be notified via email when their on-line gallery is ready for viewing.
- B.**If the Client should cancel the event for any reason, the retainer will not be refunded. Cancellations less than 2 months prior to wedding date are subject to a fee up to 75 percent total contracted amount. To consider a date change, the Photographer must first receive a written release of the current contracted date, which make this written contract invalid. If the Client needs to change the event date, all monies paid will transfer to the new date per a newly written and signed contract IF that date is available for the Photographer. The new date must be within six months of the original date or the new contract will be subject to the Photographer's current rates. If the new date is unavailable with the Photographer the contract will be cancelled and the retainer will not be refunded.
- C.**All portraits (the "organized" photos before the ceremony) will be done in natural lighting. Unless Photographer deems that there is adequate natural lighting, no *portraits* will be done inside the church or other ceremony venue. If there is inclement weather, Photographer will find a suitable outdoor option that allows for both natural lighting and protection from the weather as much as possible. This above does not apply to candid photos done during the ceremony and reception.
- D.**Unless there are special circumstances that have been discussed with Photographer, all portraits of the bride and groom, family and wedding party will be done before the ceremony. It is advised that the photographer come 3 hours before the ceremony to capture the "getting ready" shots and then proceed first with the bride and groom session, followed by family and wedding party.
- E.**The Client will prepare a group shot list for Photographer before the wedding day. The list should make note of any special family situations of which Photographer should be aware. Please make family members aware that only the shots that are on the list will be taken. The group shot list should be limited to 12 groupings.
- F.**While Michèle M. Waite Photographer will make every reasonable effort to take specifically requested photos, the Client understands that a wedding is an uncontrolled event and that due to the varieties of the weather, available light, and willingness or availability of subjects, Michèle M. Waite Photographer cannot guarantee that any particular requested photo will be taken.
- G.**Due to lighting conditions and time constraints, those involved in portrait sessions are required to be at set location 5 minutes before the assigned time. Due to autumn and winter lighting conditions, the portrait sessions of weddings in November-March will begin no later than 2:30 p.m. Photographer reserves the right to deny certain photos due to the tardiness of those involved in the sessions. Priority will always be given to the bride and groom portrait session. If the bride and groom fail to be ready reasonably near to the set portrait time, some or all of the family and wedding party portraits may be missed. Photographer will not rush the bride and groom session in order to fit in the group sessions.
- H.**Proof images are edited for color correction, contrast adjustments and conversion to black and white at the discretion of the photographer. The proof images are used for on-line galleries, proof catalogs, proof dvds and 4x6 proofs sets. The custom image includes a variety of techniques to create the Photographer's idea of the very best image. Steps taken may include and are not limited to: realistic retouching, selective toning of colors, tonal adjustments and color enhancements, removal of distracting elements, various fine art techniques, etc. Custom prints are included in all finished albums, canvas wraps, cards and custom reprints.
- I.**If the Photographer cannot perform this agreement due to fire, casualty, act of God, illness, or any other cause beyond the control of the Photographer, then Michèle M. Waite Photographer shall return all monies paid and shall have no further liability with respect to this contract. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or memory card malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event that Michèle M. Waite fails to perform for any other reason, Michèle M. Waite Photographer shall not be liable for any amount in excess of monies already paid by Client.
- J.**In the extremely unlikely event of severe personal illness or other extreme Acts of Nature beyond the control of Michèle M. Waite Photographer which prevents the Photographer from performing the duties of coverage, Michèle M. Waite Photographer will attempt to arrange for a proper replacement photographer. The client and Michèle M. Waite Photographer both assume the risks and dangers of the photographer's travel and, if the extremely unlikely event that a last-minute Act of Nature or travel disaster occurs while Michèle M. Waite Photographer is en route to the event, the Photographer will refund the client all monies paid.
- K.**There is an early fee of \$50 for photography or travel beginning before 8am. Photography or travel ending after 10:30pm will be subject to a late fee of \$50/hour and overnight accommodation.
- L.**Photographer(s) will take a short break during the mealtime for weddings 5 hours or longer. If necessary, please notify caterers that an extra meal(s) will be needed.
- M.**Michèle M. Waite Photographer may use images for her portfolio/promotional purposes as needed but only with discretion and if appropriate as deemed by Photographer. Michèle M. Waite Photographer shall only make reproductions for the Client or for the Photographer's portfolio, studio samples, self promotions, entry in contests or exhibitions, instructional purposes, editorial, or studio use.