



Wedding Questionnaire & Contract

Wedding Date: _____

Wedding Theme or Color(s): _____

Bride's Name: _____

Bride's Post-Marriage Name: _____

Bride's Phone Number: _____

Bride's Email: _____

Groom's Name: _____

Groom's Phone Number: _____

Groom's Email: _____

Post Wedding Address: _____

Please indicate how your names should appear on albums, DVDs, etc:

Other contact person for day of wedding, Name, Relationship, & Phone #:

Bride's Preparation - Time & Location: _____

Groom's Preparation - Time & Location: _____

Describe yourselves (silly, happy, formal, loving, etc.): _____

Will you be doing First-Looks before the ceremony? Y / N

First-Look - Time & Location: _____

Will you be doing pre-ceremony Bride & Groom Photos? Y / N

Pre-ceremony - Time & Location: _____

Time ceremony begins & duration: _____

Ceremony Venue/Address: _____

Time reception begins: _____ Wedding Party Arrival Time: _____

Reception Venue/Address: _____

Best Man Name: _____

Maid (Matron) of Honor Name: _____

Groomsmen Names: _____

Bridesmaids Names: _____

Number of guests expected to attend your wedding: _____

Type of Ceremony: _____

Wedding Officiant's FORMAL Name ("Father", etc): _____

Will the use of a camera flash be permitted during the ceremony (MUST BE CLEARED WITH YOUR OFFICIANT!)? Y / N

List any off-limit areas during the ceremony, as deemed by your officiant (May photographer move behind the bride and groom during ceremony?)

Please list any RESTRICTIONS (please ask Officiant!!!) or items we should be aware of, as far as being respectful of religious or cultural beliefs, actions, etc): _____

Will you be having a "receiving line" following the ceremony? Y / N

If you have a special receiving line planned (confetti, bubbles, etc),

please indicate here: _____

Are there any special tributes, ceremonial items (unity candle, sand-

ceremony, etc), or other surprises planned during the ceremony? Y / N

Please Describe: _____

What special things have you planned to make your wedding unique?

Will you be wearing special article of clothing like a really cool pair of shoes, Great-grandma's jewelry, pocket watch, etc.? _____

List 3-5 Favorite or Important songs to the couple (please include name, artist, and your wedding song): _____

Is there anything else we should be aware of that has not been cover in this questionnaire? Please Describe: _____

Photographer – Videographer Notes: _____

*****Please Make All Checks Payable to: Daybreak Photo & Video*****

Package: See **Attachment A** _____

Total Package Price: _____

This Agreement is made effective for all purposes in all respects as of _____ (current date) by and between Daybreak Photo & Video, hereinafter referred to as the "COMPANY" and _____, hereinafter referred to as the "CLIENT" relating to the event(s) detailed below, hereinafter referred to as the "EVENT(S)".

ENTIRE AGREEMENT: This agreement contains the entire understanding between the COMPANY and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: A signed contract and retainer fee are required to reserve the dates and times of the EVENT(S). If the EVENT(S) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the CLIENT, the retainer fee is non-refundable and shall be liquidated damages to the COMPANY. The CLIENT shall also be responsible for payment for any of the COMPANY's materials charges incurred up to time of cancellation.

EVENT SCHEDULE: The CLIENT agrees to confirm the schedule one-week prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY by the CLIENT.

SAFETY: The COMPANY reserves to right to terminate coverage and leave the location of the EVENT(S) if the photographer and/or videographer from the COMPANY experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT(S); or in the event that the safety of the photographer from the COMPANY is in question.

SHOOTING TIME / ADDITIONS: The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the EVENT(S), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT.

EXPENSES INCURRED: When applicable, the CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by the CLIENT.

TRAVEL EXPENSES: All travel expenses are based on the distance between the EVENT location(s) and the COMPANY studio address. For all EVENT(S), the first 100 miles round-trip of travel are included. All miles in excess of 100 miles round-trip are charged at \$1.00 per mile.

RESPONSIBILITIES: The COMPANY is not responsible for compromised coverage due to causes beyond the control of the COMPANY including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, rendering of decorations, or restrictions of the locations. The COMPANY is not responsible for backgrounds or lighting conditions, which may negatively impact or restrict the photo coverage. The COMPANY is not held liable for missed coverage of any part of the EVENT(S). The COMPANY will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S).

VENUE AND LOCATION LIMITATIONS: The COMPANY is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the COMPANY will offer technical recommendations only.

PERMITS: The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the COMPANY will be performing services.

FILM and COPYRIGHTS: The photographs and video produced by the COMPANY are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the COMPANY's explicitly written permission. If the CLIENT has purchased a "Digital Delivery of Images" from the COMPANY, upon final payment by the CLIENT, limited copyright ownership of the resulting images will be transferred to the CLIENT. If the CLIENT has purchased an "Digital Delivery of Images" from the COMPANY, the COMPANY grants the CLIENT permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to the COMPANY. The CLIENT must obtain written permission from the COMPANY prior to publishing or selling the photographs.

MODEL RELEASE: The CLIENT hereby assigns the COMPANY the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images.

LIMIT OF LIABILITY: In the unlikely event that the assigned photographer and/or videographer from the COMPANY is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the COMPANY, the COMPANY will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the EVENT(S).

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the COMPANY's control, including but not limited to camera, memory card, hard drive, or equipment malfunction, the COMPANY liability is limited to the return of all payments received for the EVENT(S). The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. The COMPANY is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

CAPTURE AND DELIVERY: The COMPANY is not liable to deliver every image and/or all the video taken at the event. The determination of images and/or video delivered to the CLIENT is left to the discretion of the COMPANY.

POSTPRODUCTION AND EDITING: The final postproduction and editing styles, effects, and overall look of the images and/or video are left to the discretion of the COMPANY.

PAYMENT SCHEDULE: The aforementioned non-refundable retainer fee is due at the time of signing of agreement. The remaining balance is payable in full prior to or the day of the EVENT(S). In the event the CLIENT fails to remit payment as specified, the COMPANY shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT(S). Returned checks will be assessed a \$25 non-sufficient funds fee.

PRICING: Services or merchandise not included in this initial contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from the COMPANY.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Client Signature: _____

Company Signature: _____

Date: _____

Date: _____

