

Description of Services:

All work will be shot with professional cameras with back up equipment. Alexandria Photography will deliver completed materials before 4-6 weeks from the scheduled wedding day event.

General Provisions:

Retainers and Payment: Client shall pay \$500.00 retainer fee to book the date with the photographer. The remaining balance is due on or before the day of scheduled event, unless otherwise agreed between the parties as set forth in the written terms in said contract.

Cancellation by Customer: In the event of cancellation of this Order at least 12 months prior to the date photographic services are to begin, Customers' retainer fee will be refunded. If cancellation occurs less than 12 months from wedding date the retainer is not refundable.

Copyrights: Digital files and copyright are the property of the photographer as protected by US copyright law. Unless otherwise specifically agreed to herein, Photographer has the right to the materials for this Order and reproductions for the purpose of creating samples, displaying samples of the Photographers work on websites, entry in photographic exhibitions and contests, editorial or art sales general display for the Photographers promotion.

Liability of Photographer: While ever reasonable effort will be made to produce and deliver outstanding photographs of the wedding events, the Photographer's entire liability to the Clients for any claim or loss arising from the Photographers performance is limited to a refund to the Clients of the amount paid for services. In the unlikely event of personal illness or other circumstances beyond the control of the Photographer, a substitute photographer, subject to acceptance by the Clients prior to the event, may be sent to fulfill the obligations of the Photographer, the Clients may instead terminate this agreement and receive a full refund of all moneys.

Customer Obligations: The Contracting Party, to enhance the photographic experience, shall cooperate with the Photographer in the following ways: 1. Identifying the Principal persons to be Photographed. 2. Advising the Photographer, in writing and advance, of the logical group poses. 3. Assist in the gathering of persons for group poses. 4. Indicate the areas of coverage the Photographer might miss. 5. Grant the Photographer the right to furnish prints to quest, venders and those represented in the photographs.

Exclusivity: The Photographer is hereby retained as the sole and exclusive professional photographer to perform the photographic services contained herein. Customer shall take any necessary action to ensure that the Photographer is not hindered nor harmed in performing his services for the Client.

Terms And Conditions:

A. Definitions: "Photographer" refers to James Peluso as lead and principal assigned photographer. "Client" refers to the commissioning party or company named on contract, it's representatives, successors, assigns, agents and affiliates.

B. Releases: Photographer is not responsible for obtaining model, property, or other releases in connection with any of the photographers licensed herein unless specifically stated herein.

C. Miscellaneous: Client may not assign or transfer this license. No alterations may be made in any of these provisions without the express written consent of the photographer. This order is binding upon the parties, their successors and assigns and may only be altered by the parties. This agreement and interpretation thereof, shall be governed by the laws of the State of New York.

D. Re-Shoots: Client will be charged 100% fee and expenses for any re-shoot required by Client. For any re-shoot required because of an act of God or fault of a third party, Photographer will charge no additional fee and Client will pay all expenses.

E. Governing Law: This Agreement incorporates by references Articles II and III of the Uniform Commercial Code now in the existence, in the State of New York, and the Copyright Act of 1776 as amended. This agreement shall be deemed to be a contract made under the laws of the United States of America and the State of New York and for all purposes shall be interpreted in its entirety in accordance with these laws. Clients specifically and irrevocable confers personal jurisdiction over it by the courts of the State of New York or the United States District Court for the District of the State of New York, Client specifically waives all rights to contest each court proceeding on the grounds of personal jurisdiction, venue and forum non-convince. in the event of any award of judgement in favor of Photographer, or any settlement between Photographer and Client, arising from effecting and protecting photographer's rights and benefits thereunder and/or any aspect of this agreement, Client shall pay all costs and expenses incurred by Photographer and/or Photographers legal counsel related thereto, including, but not limited to, reasonable legal fees, arbitration and court costs, associated expenses, and legal interest on such award, judgement, or settlement.