

PRICES & CONDITIONS O'KITTY Weddings
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Wedding packages

1. France 1 photographer, all day (travel cost included)	1100 €
2. France 2 photographers, all day (travel cost included)	1900 €
3. Europe 1 photographer, all day (travel cost to determine)	1200 €
4. Europe 2 photographers, all day (travel cost to determine)	1900 €

All packages include :

- The wedding photo report.
- A private gallery on internet with the pictures that compose the pack with possibility to order online.
- The composition of photo album on blurb at your disposal for buying (extra, price depending on the size and number of pages <http://fr.blurb.com/user/store/oderycke>)
- The photo rush : CD/DVD of all images taken during the wedding (color/contrast corrected, excepted bad faces and defaults).
- Reproduction rights for private use

Extra fees (if necessary) : travel and hotel.

Options

1. Prints in different sizes through your private gallery for friends and family (delivery cost excluded)	
	Files : 5.00 €
	Prints 10x15cm : 0.40 €
	Prints 13x18cm : 0.90 €
	Prints 20x30cm : 2.90 €
2. Photo Book (price depending on size and number of pictures)	
3. Half-day more 1 photographer	250 €
4. Extra Day 1 photographer	400 €
5. Half-Day more 2 photographers	500 €
6. Extra day 2 photographers	800 €
7. Retouching on demand per image	25 €

Conditions

-The photographer(s) must be fed and lodged (if necessary) nearby the wedding at the newlyweds expense.

- All travel expenses are paid by clients.
- If photographer travels by plane or train, someone will have to pick up the photographer at his arrival.
- A pre-payment of 200 € + travel fees must be given to block the date.
- The total amount must be paid at least 2 weeks before the wedding day.
- The client authorize the photographer(s) to picture all people present at the wedding and to use some of the pictures for his personal promotion.

WEDDING PHOTO REPORT CONTRACT O'Kitty

Between the undersigned,

Bride

First & Last name : _____

Tel. : _____

E-mail : _____

Address : _____

Groom

First & Last name : _____

Tel. : _____

E-mail : _____

Address : _____

Here after called the "clients"

and

the photographer

First and Last name : _____

De Rycke & Cie (O'kitty Mariages) - 1, Le Beau Pré - 60128 Plailly - France - Siret 401 191 341 00015

Here after called the "photographer"

For the wedding

Date : _____

Time of arrival of the photographer : _____

Place : _____

Job duty starting time (09h30am the earliest) : _____

Job duty ending time (01h00am the latest) : _____

Preparations : _____ Time : _____

Civil Ceremony at the Mairie of : _____ Time : _____

Religious ceremony : _____ Time : _____

Couple pictures : _____ Time : _____

Group pictures : _____ Time : _____

Vin d'honneur : _____ Time : _____

Wedding reception : _____ Time : _____

Remarks for the photographer : _____

was agreed what follows :

The clients order to the photographer the following pack:

- Pack 1
- Pack 2
- Pack 3
- Pack 4
- Pack 5
- Pack 6

Price : _____

- ~~Option 1~~ (separate orders)
- ~~Option 2~~ (separate orders)
- Option 3
- Option 4
- Option 5
- Option 6

Price : _____

Travel fees : _____

Total order (all taxes included) : _____

Article 1.

Reservation, payment and cancellation

Upon your signature, the photographer will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit made of €200 + travel fees is non-refundable, even if the date is changed or the wedding cancelled for any reason, including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding photography package.

The clients understand and agree that the entire amount owed for the wedding photography package described in the contract is due 2 weeks before the wedding date.

Attention the total amount do not include extra prints and photo books ordered separately by family and friends.

Clients understand that pursuant to this Contract, the photographer may forgo opportunities to book other business on the Wedding/event Date. Client understands that in exchange for this consideration, Client agrees to the following scenarios with regard to refunds/application of monies paid by the photographer.

(i) In the event that the Client reschedules the Wedding/event and the photographer is able to rebook the original Wedding/event Date, the photographer will amend the Wedding/event Date in this contract and Clients will receive credit for all monies paid up to the date Clients request the Wedding/event be rescheduled. In the event that the Client reschedules the Wedding/event and the photographer is NOT able to rebook the original Wedding/event Date, the photographer will amend the Wedding/event Date in this contract and Client will forfeit the Reservation Deposit but receive credit for all other monies paid up to the date Client requests the Wedding/event be rescheduled. Client should note that the Reservation Deposit will not then be available to apply toward their final installment.

(ii) In the event that the Client cancels the Wedding/event outright, Client will forfeit all monies paid up to the date Client notifies the photographer that the Wedding/event is cancelled. Cancellation must be in writing even if a phone call was made to inform the photographer of the cancellation.

(iii) In the event Client fails to make any installment payment due as described above, the photographer shall have the right to immediately terminate this Agreement. Prior payments will not be returned.

(iv) In the event that any refunds are due under the terms of this Agreement, the photographer will effect such refunds to the person or entity from whom or which the funds derived.

Article 2.

Clients affirm that they are at least 18 years old and has the capacity to enter into a contract with the photographer and agree to be pictured.

Article 3.

Model Release

The clients hereby assign and grant the photographer and its legal representatives the irrevocable and unrestricted right to use and publish photographs of the clients or in which the clients may be included, for editorial, trade, own advertising or any other purpose and in any manner and medium except to trade for advertisement of commercial brands of third party that is not his own or photo stocks; to alter the same without restriction; and to copyright the same. The clients hereby release the photographer and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that the photographer may display and use the photographs taken for his own advertising, display, website and internet promotion, photographic contests, public display such as in malls, exhibition, photography books, photography instructional books, store fronts, window displays, studio display, art prints, television advertising, magazine advertising and any other purpose thought proper by the photographer.

Article 4.

Digital negatives, prints and copyrights

The photographs, digital negatives or prints produced by the photographer are protected by EU Copyright Law (all rights reserved) and may not be reproduced in any manner without the photographer's explicit written permission. Upon final payment by the clients, limited copyright ownership of the resulting images will be transferred to the client under the following conditions:

- a. The prints and/or digital files, if provided, are the property of the clients for personal use and for the purposes of the electronic reproduction and distribution of photographs to friends and relatives. All printed photographs must be ordered through the photographer.
- b. The clients must obtain written permission from, and compensate the photographer prior to an event where the clients, the clients' friends or relatives publish or sell the photographs for profit.
- c. Images may be used without alteration on personal web sites as long as a copyright notice appears near the images stating that they were taken by the photographer as well as a web link to _____ is placed onto the web site.

Article 5.

Working conditions

The photographer must be fed and lodged (if necessary) nearby the wedding at the newlyweds expense.

If photographer travels by plane or train, someone will have to pick up the photographer at his arrival.

It is strongly recommended that The clients schedule a preevent consultation before the wedding date to finalize the actual shooting times and locations.

The clients will be responsible for designating an "EVENT GUIDE." The role of the EVENT GUIDE is to identify people/objects of whom/which specific photographs are desired, as well as to make certain that these subjects are available when needed. It is recommended that the clients develop a list of desired poses, locations, and subjects (family and friends; items; etc.) and share this with the EVENT GUIDE well before the wedding. The photographer will NOT be held accountable for not capturing desired photographs if there is no one to assist in identifying or gathering people/items/locations for the photograph(s).

The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. The photographer is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to the photographer.

The photographer is limited by the guidelines of the ceremony officiant or the reception site management. The clients agree to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is the clients' responsibility; the photographer will offer technical recommendations only.

Article 6.

In the unlikely event that the photographer is unable to provide the services described in this Agreement on the Wedding/event Date for any reason including, but not limited to, illness, injury, emergency, or act of God, sudden event or other circumstances beyond the control of the photographer, a Substitute Photographer may be sent at no cost to Client. This contract will be transferable to said Photographer.

Article 7.

Pictures delivery

The work of the photographer is also an artist work. The clients thus trust the photographer's style and look. The images choice for the wedding package and their treatment is thus his and must be respected knowing that you will be given the CD/DVD rush (except bad faces and defects).

The delivery of the pictures as prints and online private album will be done no longer than 2 weeks after the events.

Article 8.

All prices include taxes.

Article 9.

Limit of liability

The photographer warrants and declares that every effort will be made to provide high quality photographic services.

The photographer takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional-grade backup equipment. However, in the unlikely event of the clients photographs being lost, stolen or destroyed for reasons within or beyond the photographer's control, the latter's liability is limited to the return of all payments received for the event package minus travel

expenses. The limit of liability shall not exceed the contract price stated herein. 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.

Article 10.

Non-guarantee

Although every possible care will be taken to produce photographs of all important and special events during the wedding, the photographer cannot place an unconditional guarantee on the above. The photographer will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of the photographer's control.

Article 11.

Agreement, jurisdiction & severability

This contract contains the entire understanding between the photographer and the clients. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

French law shall govern this contract, and any resulting arbitration shall take place within DRC headquarter's jurisdiction. Clients assume responsibility for all collection costs and legal fees incurred by the photographer should enforcement of this contract become necessary. In the event that any part of this contract is found to be invalid or unenforceable, the remainder of this contract shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this contract shall not constitute a waiver of any other portion or provision of this agreement.

I have read and understood the terms above. I hereby agree to the terms of this agreement. Made in 2 originals.

Place : _____ date : _____

The photographer

The clients