

MARK STEIN PHOTOGRAPHY, LLC

January 1, 2006

Ms. Wilma Slaghoople and Mr. Fred Flintstone
301 Cobblestone Way
Bedrock, CO 11111

Dear Wilma & Fred,

Thank you considering my photography for your wedding on **July 4, 2006** at **Rock Mountain Inn**. I would like to take a few moments to summarize the details in writing to ensure that I understand your specific needs. If everything is agreeable, simply return one of the signed copies in the enclosed postage-paid envelope.

Overview

I will be arriving at Rock Mountain Inn at 2 p.m. to begin full-coverage photography that will conclude around 8 p.m. Based on our meeting, the following is a general timeline sequence of events that will be photographed:

- Bride preparations and family portraiture (2:00 – 3:30)
- Groom preparations and family portraiture (2:00 – 3:30)
- Wilma and Fred Formals (3:30 – 4:00)
- Ambiance and Arrival of Guests (4:00 – 4:30)
- Wedding Ceremony (4:30 – 5:00)
- Married couple and family/wedding party portraiture (5:00 – 5:30)
- Full Reception coverage (5:30 – 8:00)

The “Andes” package you selected will include the following at a rate of \$1,750:

- Engagement photo session (to be arranged) with an 8x10 of your favorite engagement photo presented in a 16x20 framed signature mat
- Full event coverage for a period of approximately 6 hours
- Leather-bound album containing 300 corrected and lab-printed 4x6 images to be delivered within 30-days following the event
- DVD “highlights” slideshow presented in a custom jewel case
- Website with online ordering capability containing the complete set of images from the event
- (4) 8x10 enlargements of your choice
- Negatives/digital originals (available 90 days after delivery of proof album)

The following are the additions you requested to the package:

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| • (1) 8x10 enlargement of your choice | \$ 16.00 |
| • (4) Duplicate DVD slideshows (disk + packaging) @ \$25/each | \$100.00 |
| • (50) Holiday/Special Occasion Cards | 75.00 |

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Cost

Per our arrangement, I will be providing the above at a final cost of \$1,941.00. A retainer of \$350.00 is due upon your acceptance of this contract. The remainder will be payable as follows:

- \$795.50: 60-days prior to the event (May 3, 2006)
- \$795.50: Day of event

Technical Details

A blend of traditional, fine-art and photojournalistic approaches will be used to capture all the important details of the event. Color photography will be used as the primary medium throughout the event. All images will be captured using a high-resolution digital camera system. The use of digital photography will offer you unsurpassed quality and flexibility.

Legal/Contractual Terms – Please initial next to each item below:

- _____ **Photographic Materials** - All photographic materials digital originals, proofs and digital mediums will remain the property of the Client (Wilma Slaghoople & Fred Flintstone) when delivered.
- _____ **Photographer's Portfolio** - The Photographer (Mark H. Stein) can use any of the images for his promotional portfolio including brochures, trade shows and the Photographer's web site.
- _____ **Copyright and Reproductions** - The Client will have the flexibility to reproduce any of the images taken by the Photographer once the digital originals are furnished to the Client. It is requested that the Photographer's credits be placed adjacent to all reproductions on the Client's web site or other public displays.
- _____ **Failure to Perform** - If the Photographer cannot perform this agreement due to a fire or other casualty, or other cause beyond the control of the parties, then the Photographer shall return the full deposit and any scheduled payments to the Client. In the event of the Photographer's unforeseen absence due to illness or a family emergency, a substitute photographer having proven expertise with weddings will provide coverage for the event.
- _____ **Limit of Liability** - The Photographer and the Corporation (Mark Stein Photography, LLC) will not be responsible for photographic materials that are damaged in processing, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer, Corporation or any third-party service providers. If the Photographer fails to perform for any other reason, the Photographer or Corporation shall not be liable for any amount in excess of the retail value of the Client's order.
- _____ **Client Responsibility** - It will be the responsibility of the Client to inform the Photographer of any special requests such as specific photos with family/friends. Client will inform the Photographer if a meal is not provided so that the Photographer can make other arrangements. Otherwise, a guest meal will be furnished to the Photographer as part of this contract.
- _____ **Ordering of Products** - The Client will be given a reasonable timeframe of 6 months from the event date to order all albums, enlargements and other products as stated in this agreement. If the Client does not order all items within this timeframe, any pending items will be forfeited and the negatives/digital originals will be furnished to the Client rendering this agreement complete – unless special arrangements are made in advance with the Photographer.
- _____ **Exclusive Photographer** - It is understood that Mark H. Stein will be the exclusive official photographer for the event. However, the Photographer will gladly give your guests the opportunity to take photographs after the completion of each major portrait pose, as well as to take candid shots throughout the entire event provided they do not interfere with the Photographer's field of view and arranged lighting.

I am looking forward to working with you and your family/guests on July 4th. Please review this agreement for accuracy, and sign below if agreeable.

Mark H. Stein, Photographer

Client Signature / Date