



PHOTOGRAPHY BY

**Amy Blevins**

BLUE DIAMOND EVENTS

OWNER:

BLUE DIAMOND EVENTS

573-567-0016

CONTACT PERSON:

LISA WAMPLER

314-223-2927

**Client Information:**

Service Date:	
Name:	
Address:	
City, State, Zip	
Phone Number:	
Email Address:	

**LOCATION 1:**

Venue Name:	
Address:	
City, State, Zip	
Phone # & Contact Name:	

**LOCATION 2:**

Venue Name:	
Address:	
City, State, Zip	
Phone # & Contact Name:	

**LOCATION 3:**

Venue Name:	
Address:	
City, State, Zip	
Phone # & Contact Name:	

**LOCATION 4:**

Venue Name:	
Address:	
City, State, Zip	
Phone # & Contact Name:	



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The following contract and it's terms will set forth an agreement between  
BLUE DIAMOND EVENTS PHOTOGRAPHY SERVICES and

\_\_\_\_\_ (Client) the parties, for photography  
services taking place on \_\_\_\_\_ at  
\_\_\_\_\_.

This written contract sets forth the full, written intention of both parties and  
supersedes all other written and/or oral agreements between the parties.

### **PAYMENT**

A non-refundable booking fee in the amount of 50% of the total charges is due upon signing  
of this contract. The remaining amount is due 14 days in advance of the date of service.  
If our photography service is required for a time period in excess of the service period  
agreed to in this contract, the overage in rental time will be billed to the operator at the  
following rates: \$150 per hour.

Payment for any overage in time must be paid before additional hours are provided. Client  
agrees that in addition to any and all other legal rights and remedies Provider may have,  
Client will pay a \$50.00 fee for any and all returned checks which Client may write to  
Provider as payment for any service by Provider.

### **CHECK/MONEY ORDER PAYMENTS ARE TO BE MADE OUT TO:**

**LISA WAMPLER  
3508 BETHEL ST.  
COLUMBIA, MO 65203**

### **DATE CHANGES & CANCELLATIONS**

Any request for a date change must be made in writing at least thirty (30) days in advance of  
the original service date. Change is subject to photographer's availability and receipt of a  
new Service Contract. If there is no availability for the alternate date, the non- refundable  
booking fee shall be forfeited and event cancelled. If event is cancelled for any reason, the  
non-refundable booking fee is forfeited. Any cancellation occurring less than thirty days prior  
to the original service date shall forfeit all payments received.

### **DAMAGE TO PROVIDER'S EQUIPMENT**

BLUE DIAMOND EVENTS is covered by State Farm Insurance Co. However, the Client  
acknowledges that it shall be responsible for any damage or loss to the Provider's  
Equipment caused by: A) Any tampering of the Provider's Equipment by the Client or their  
Guests, or B) Any theft or disaster (including but not limited to fire, flood or earthquake). The  
Client acknowledges that the Provider shall have the right to decline service to client's guest  
(invited or uninvited), for tampering, inappropriate interactions between client and BLUE  
DIAMOND EVENTS STAFF or unruly behavior.



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### **INDEMNIFICATION**

Client agrees to, and understands the following: A) Client will indemnify provider against any and all liability related to Services Rendered during or after Service Period/Client's Event. Client will indemnify Provider from the time of service and on into the future, against any liability associated with Client. B) Client will indemnify Provider against any and all liability associated with the use of pictures taken within BLUE DIAMOND EVENTS PHOTOGRAPHY SERVICES its representatives, employees or affiliates at Service Location/ Client's Event.

### **MODEL RELEASE OPTION**

Client agrees to, and understands the following: All clients and/or guests hereby give BLUE DIAMOND EVENTS PHOTOGRAPHY SERVICES the right and permission to copyright and use, photographic portraits or pictures of all persons involved in photo shoot/at client's event who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition I, hereby release, discharge and agree to save harmless BLUE DIAMOND EVENTS PHOTOGRAPHY SERVICES, from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

I AGREE TO THE ABOVE MODEL RELEASE: YES NO CLIENT INITIALS \_\_\_\_\_

### **MISCELLANEOUS TERMS**

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Provider and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Client agrees to solve any arguments via arbitration. In the event Provider is unable to supply a photographer for the agreed Service Period, Client shall be refunded a prorated amount based on the amount of service received. If no service is received, Provider's maximum liability will be the return of all payments received from Client. Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement

### **RETENTION OF DELIVERED FILES**

Once the JPEG files are delivered to the client, it is the client's sole responsibility to protect and retain their images for the future. It is highly recommended that DVDs or USB drives be duplicated and stored in multiple locations that are cool and dry. (Technology can be fickle; one of the best ways to ensure the client's images will last for generations is for the client to print them.) If client requires old files to be duplicated by the photographer, and they are still within the photographer's possession, a restocking fee may be applied.



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## **SOCIAL MEDIA**

This clause applies to all social media, including Facebook and blogs. When published online it is required that citation of photographer be made. The client agrees that they will under no circumstances alter the photographer's photographs that are placed in public on the internet. This is to ensure that all BLUE DIAMOND EVENTS PHOTOGRAPHERS images that are placed online to be accurate representations of the Provider's work so that future clients have a good understanding of the type of photographs that they'll receive. The client agrees to be responsible for any family member or friend who posts our photographs online and agrees that they cannot be cropped (with the exception of the forced cropping for Facebook's Timeline), altered in color, or edited in any way.

## **SATISFACTION & ACCURACY**

The client agrees that the work delivered will be of a similar style and caliber to those photographs on our website and blog, and that the photographer will have complete creative control during the photographs and in post-processing. The images will be delivered in JPEG format with a mix of color and black and white images, and deemed appropriate by the photographer. No re-editing will be done after the final edited copies are presented to the client.

The client agrees that the photographer can only capture the event/session that happens; weather, location, schedule complications, time restraints and subject's ability to cooperate, are all factors in the quality of the photographs. BLUE DIAMOND EVENTS PHOTOGRAPHERS will not edit for physical size, hair, nor any other physical appearance issue other than blemishes.

## **INTERFERENCE & OBSTRUCTION**

No Clients, weddings guests and attendants or employees of the Client may impede the photographer when she is shooting or performing her duties; failure to comply with this may result in missed moments or fewer delivered images. The responsibility of this will fall on the client to ensure all are in compliance.

The private portraits with bride and groom must remain private, in addition to the photographer(s) of BLUE DIAMOND EVENTS PHOTOGRAPHERS. No other individuals of any respect may impede on this private moment. Lighting deficiencies at venues may interfere with photographer's ability, all attempts to provide adequate lighting situations must be made by the client. No other professional photographers will be hired by the client or located on site photographing the client unless otherwise approved by BLUE DIAMOND EVENTS PHOTOGRAPHERS.

## **FOOD BREAKS**

The photographer(s) will be allowed one 20 minute break at their own discretion, and bathroom breaks when necessary. Each photographer will be provided a full guest meal for events lasting longer than 5 hours. If no meal is provided, the photographer reserves the right to go off-site for a meal for 45 minutes.



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DESIRED SERVICE(S):	Pricing	Additional Hours	Package Includes
<b>Wedding Ceremony</b> + <b>Bridal Party</b> + <b>Reception</b> + <b>Complimentary Engagement Session</b>	<b>1597</b>	100/hr (per photographer)	(1 Photographer; Up to 8 Hours)  -Complimentary Consultation with Your Photographer -Best Edited Digital Images on Flash Drive - <i>Complimentary</i> Engagement Session (valued at \$350) -Ceremony Coverage -Before/After Ceremony Wedding Party/ Family Photos -Bridal Portraits (Including First Look)  Documentary Photography for: -Grand Entrance -First Dance, Father/Daughter, Mother/Son/Family Dances -Cutting the Cake -Candid Couple & Guest Photos -Wedding Decor Details -DJ Party Coverage -Vibora del Mar -And More

I have read, understand and agree to the terms and conditions of this Agreement. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Name (Print): \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Name (Print): \_\_\_\_\_

Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_



*Blue Diamond Events*

*info@bluediamond-events.com*

*www.BlueDiamond-Events.com*