darien photo inc.

INSTRUCTIONS FOR SUBMITTING YOUR CONTRACT

To be sure that we service you properly, please fill out the contract completely before faxing or mailing it. Listed below is information that will help you.

1. Please check the locations where you are getting married, and other locations, giving full addreses and phone contacts at each location. **Don't forget to fill in the date.**

2. Fill in all of the personal information. Please give us phone numbers where we can reach you during business hours and a cell phone number if you have one (preferably the bride's). If you are not the Bride, and are making the arrangements for the Bride, be sure to give us your name and phone number in "Other Contracting Party".

3. Please give us the approximate number of guests you will be having.

4. Be sure to fill our the credit card information and sign for the credit card information. A credit card needs to be on file if you wish any additional services.

5. If you talked to us directly, please give us the name of the person you contacted in "Sales Person".

6. Please be sure to tell us how you first found us (Internet, Perfect Wedding Guide, a bridal show, friend, etc.) in "Referred By".

7. Be sure to read both page one and page two of the contract; **then sign and date the bottom of page one and initial the bottom of page two.**

8. When complete, fax both contract pages (1 & 2) to the fax number below.

9. **When faxing, please be sure to call us to confirm that we received your fax.**

10. You will receive a wedding package containing contract, reciept and other information within ten days. If you do not receive this, PLEASE CALL.

11. If you have any questions about your contract, paperwork, appointments, office items or need suggestions with other services or vendors, please email info@darienphoto.com

Thank You!

FAX TO OUR ORDER DEPARTMENT:702-951-9666

WEDDING DATE

M	M	D	D	Y	Y	Y	Y

darien photo inc.

Mailing address:
8635 W. Sahara Box 633
Las Vegas, NV 89117
702-523-2696 FAX: 702-951-9666

Wonderful Wedding Package Deluxe

DIGITAL PHOTO WEDDING CONTRACT

PLEASE PRINT CLEARLY

Bride First Name: _____ Bride Last Name: _____

Groom First Name: _____ Groom Last Name: _____

Other Contracting Party: _____ Email _____
(Other than Bride or Groom)

Address: _____

City: _____ State: _____ Zip: _____

Bride Home Phone: ( ) _____ Groom Home Phone: ( ) _____

Bride Work Phone: ( ) _____ Groom Work Phone: ( ) _____

Bride Cellular/Pager: ( ) _____ Groom Cellular/Pager:( ) _____

Start Location: _____ Start Time: _____

Ceremony Location: _____ Ceremony Time: _____

Reception Location: _____ Approx. # of Guests: _____

Package:	$ 539.00
T/Handling	$ 53.00
Total	$ 592.00
Deposit	$ 246.00
Deposit*:	$ 246.00
Balance**:	$ 100.00

*Due 3 weeks prior to wedding. **Due upon RECEIPT OF IMAGES

"DELUXE DIGITAL PHOTO PACKAGE" INCLUDES:
Unlimited enhanced camera images, on DVD
24 - 8x10, 2 - 11x14, 1- 16x20, 50 - Wallets
Free Internet posting for up to 3 months
Up to five (5) Hours of Continuous Coverage at location.
Pre-Wedding Consultation Services

Check #_____ Check $ _____ Cash $ _____ CVVI Code# _____ Credit Card Billing Zip _____

Credit card # _____ EXP Date _____

Name on Card (Please Print): _____ Card Holder Signature: _____

I agree to pay above total amount according to card issuer agreement. Permission is given to charge this card for all services rendered per this contract.

Additional Coverage: _____

Overtime - 1/2 hour: $ 45.00 Digital images are generally too large for a CD. Images may be cut to a data DVD. Client is responsible to back up DVD.

Contract Hours (continuous): UP TO FIVE (5) Sales Person: _____ Referred By: _____

The additional terms on Page 2 of this contract hereof have been read by contracting party and are an integral part of this contract. If we are unable to contact you to arrange your final consultation 3 weeks prior to your date, please be sure to contact us! It is agreed that the services of Darien Photo inc. are retained by this contract not any individual or service provider.

Terms of this agreement dated _____ ***are accepted by:*** _____

Contracting Party ***Studio Representative***

Studio Manager; for Darien Photo Inc. _____

This contract is not binding until signed by Studio Management. You will receive a copy of the completed contract in the mail.
Please contact us if this is not received within ten (10) days.

Copyright Revised 1-1-2011

PAYMENT:

In the event payments are not received timely per our contract, the Studio reserves the right to cancel this entire contract, or charge an additional service charge for any costs pursuant to the circumstances, as they exist. Items not contracted at this time are subject to price changes. Any services and/or photography will not be delivered until paid in full.

Customer shall pay the Studio in full, additional balance due hereunder when notified that this payment is due. Should customer fail or refuse to pay or not accept delivery of this order upon notification of completion, the order shall be in default and the Studio shall charge customer a default charge of $35.00 per month (plus interest) or the highest rates permitted by applicable local law until the entire balance is paid in full.

Customer shall be liable for any necessary costs of lawyer, collection and court fees. No work or other photography will be permitted to leave the office unless paid for in full. Under all circumstances, Darien Photo INC. and customer agree to binding arbitration,to settle any disputes or conflicts regarding any part of this contract. Due to the nature of our business and type of service any settlements will not exceed payments made by customer. Adjustments of any kind require the client to return all photos to our headquarters with a written list of problems. Phone conversations (verbal) expressing requested adjustments are not acceptable. A charge of $75.00 per item will be made for any chargebacks of payments made by client to Studio if the above procedures are not followed first to cover bank fees.

Reorders must be paid for in advance. Final payments may be made by cash, or charge card. Use of charge cards are subject to current office policy. Each affair photographed will be considered one order, no matter how many individual parties are to receive photos. There will be no separate billings. The contracting party will be billed for the entire order that they place.

The Studio is not bound to this contract until the required retainer is paid, receipted and signed by management. Unless otherwise agreed herein, customer shall make a deposit to retial the Studio to perform the requested photographic services ("this order") for customer. Customer's deposit shall be applied to the total cost of the order. If the customer should cancel this order, the Studio shall charge the customer a reasonable cancellation fee, as noted below, as liquidated damages, not as a penalty, per our cancellation policy. Studio shall refund to customer the excess, if any, of the customers deposit over Studio's cancellation fee.

Balance of payment for this contract is due 3 weeks prior to wedding date. Personal checks are not accepted for any payment made 14 days or less before your wedding date. It is understood that there is no guarantee of a minimum or maximum quantity of original prints except as contracted. Client is responsible for payment of all originals presented. Editing of original prints is not allowed.

CANCELLATION POLICY

Our cancellation policy is based on the circumstances of your change in plans. For weddings cancelled completely: with at least 180 days notice we retain 35% of contract fee(or $500 whichever is greater); with 179 to 90 days notice we retain 50% of the contract fee; with less than 30 days notice full payment is due. For cancelling "Darien Photo Inc." services only: if you cancel our services only, but do not cancel the wedding, full payment is due. Cancelling 30 days or less, full payment is due. Above dates based on the date we receive your written letter of cancellation.

COPYRIGHTS

Unless otherwise specifically agreed herein, in writing, The Studio has sole and exclusive rights to hold all negative materials and/or digital images and make additional reproductions therefrom for client. The Studio has sole and exclusive ownership of copyright for all or any part of this Order. All images, film or digital, remain the property of The Studio unless purchased or included herein. All images, film or digital, will be kept for three (3) months from date of receipt of final order by client, per this contract. It is the client's responsibility to insure that their order is completed to their satisfaction prior to that date. It is client's responsibility to purchase images, film or digital, prior to that date, if they so desire. **No notice will be given prior to the disposal of images, film or digital.**

STUDIO'S USE OF PHOTOGRAPHS

Unless otherwise specifically agreed herein, The Studio has the right to use any images, film or digital, for this order and reproductions therefrom for the purpose of creating samples, displaying samples of The Studio's photographic work, entry in photographic exhibitions and other photographic contests, editorial or art displays, general display for The Studio and advertising. The client has the permission of all invited guests and attendants to appear in or have photographs taken. No notice of the taking of any photograph is necessary to any guest at this affair. The client hereby assumes all responsibilities and will defend Studio for claims made in reference to the above, at client's expense.

LIABILITY OF STUDIO

In the event that this order can not be completed due to an act of God, strikes, or other labor disturbances, severe weather conditions of any type, riots or civil disturbances; action or regulation by any local, State or Federal governmental unit or agency, any event considered a "force majeure", sickness of the photographer or other event or act outside the control of The Studio, The Studio's liability to the client shall be limited to return of client's deposit.

The client is specifically put on notice and is hereby notified and agrees that photography is not an exact science and that on certain occasions, film, digital or other photographic material may be proven to be defective. The aforesigned hereby agrees that in the event that photographs taken prove to be defective, or in the event that certain photographs don't come out, or in the event that the total order is undeliverable because of defect in materials, equipment and/or chemicals, or for digital dropout, tape loss, or other mechanical problems beyond our control, that the liability of The Studio will be strictly limited to the return of the deposit paid pursuant to this contract. The aforesigned hereby specifically waives any claims for negligence, breach of warranty, mental harm or distress due to the failure of the photographs to be produced because of any defective materials, equipment or procedures. Failure of The Studio to take any or produce any specific photograph shall not be a reason or cause for the customer to make claim for such missing photography, as long as sufficient photographs have been taken to cover the amount of the photographic order pursuant to this contract.

The Studio shall determine professional requirements in regard to equipment and it's placement, lighting, and the mechanical requirements. If restrictions are placed in this regard by the client, or outside parties such as an outside video person or DJ service, church or other facility, or if there are delays caused due to client and/or family and friends being late or unavailable to be photographed per agreed times in writing, it is understood that The Studio can not be responsible for inferior results or missed photographs. Video is delivered in NTSC format.

MISCELLANEOUS

Warranties on any and all materials are the sole responsibility of the original manufacturer of these materials. No other warranties are expressed or implied otherwise. Since color dyes may change in time, photographs will not be replaced or otherwise warranted against any change in color.

The Studio uses their best efforts to reasonably retouch photographs taken pursuant to this contract, but in the event there are blemished or defects due to improper backgrounds, improper clothing, clothing worn too tightly, improper fitting of suits, and/or the closing of eyes by various parties, these are matters beyond the control of The Studio and The Studio reserves the right in each and every instance to decide whether or not it is practical to use retouching. There will be an additional charge for special corrective work, if corrections are possible.

In the event the photographers are required to be on location over four hours, facilities will be provided for refreshment and rest period at the client's expense. If not provided, the photographers reserve the right to do so off the location for up to ½ hour break. (This break time is not billed to customer)

Travel and labor expenses will be added for events outside our normal coverage area (50 miles round trip). Additional charges for travel may be added depending on current gasoline prices, or other circumstances beyond our control. Client is responsible for researching travel distances and expenses prior to signing this contract.

Reprint orders are due at our office by client no later than 30 days from receipt of originals to ensure an approximate due date of four (4) weeks. Orders received after the 30 days will take up to six (6) months longer, especially during peak seasonal periods.

If client requests overtime, additional originals become part of the contract at our current rate per this contract, without additional written authorization.

All contract labor time is continuous from start time unless otherwise specified in writing. **It is the client's responsibility to maintain current phone number and address information with Studio.**

Reprint orders, per this contract, must be placed within one (1) year of affair date. All files will be destroyed after this date and no additional orders possible. No refunds will be given for unused photography orders. It is the Client's responsibility to place contract and/or additional orders timely. Reprint orders placed over 60 days from receipt of originals are subject to additional charges, as needed.

ALL PRICES AND FEES ARE SUBJECT TO CHANGE 60 DAYS AFTER YOUR AFFAIR DATE. Studio shall not be responsible for orders not claimed by customer 30 days after the date of completion. No refund will be made for any unused materials or services or packages.

All provisions of this contract shall be binding and in full force and effect as to any subsequent orders for additional photographs or services. Shipping or mailing of any photographs at the client's request, will be done so at the client's own risk and additional fees must be prepaid. The Studio will not be responsible for delays, loss, or damages incurred while in transit of any part of this contract.

In the event that this order cannot be completed due to any cause not described in any section of this contract, the Studio's liability to client shall be limited to the refund of deposits received as set forth herein.

The Studio is hereby retained as the sole and exclusive photographer at this affair. Only terms written herein are binding upon either party. **No verbal statement will be accepted as a part of this contract.** This contract is binding upon all parties successors, and may only be altered in writing.

Initials: _____

Copyright Revised 03/07/08