



4. If Photographer cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer's illness or injury, then Studio will return all fees to the Client(s) but shall have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Photographer. Client(s) agree that an entire wedding cannot be replicated, reenacted or repeated for the purpose of a re shoot and limits Studio's liability to the amount paid under this contract.

5. A retainer of \$1,000 is due at the signing of this agreement, with a further payment of balance due and expenses due the day of the wedding. No photography will take place until final payment is received.

6. On signing of this agreement by both parties hereto and receiving retainer, Timothy Faust Photography will reserve the time agreed upon and will not make another reservation for the specific time frame. For this reason, all retainers are non-refundable even if the date is changed or if the wedding becomes cancelled by Client for any reason.

7. If an album is ordered, client will have 45 days from the time proofs are available to select images for the album. After 60 days, all images will be selected and album will be designed by Timothy Faust Photography.

8. Payment of an estimate of necessary expenses (unless otherwise specified) such a films cost, development, batteries, parking, fuel, travel, taxi, hotel charges, etc., is due 90 days prior to the event date for all weddings outside of Colorado. Client is responsible for hotel charges for two nights prior to the wedding and one night after for weddings more than 120 miles from Breckenridge, CO. Photographer will retain receipts. Client has 30 days after the wedding date to pay the balance on any expenses over the estimate. Likewise Photographer will return any funds from the estimate in excess of the receipts within 30 days.

9. For any wedding lasting over 6 hours client will provide either a vegetarian meal for all photographers seated with guests, or a 30 minute break with seating outside of event, or a 45 minute break if Photographer is to provide own meal. Eating in the dining area enables us to be aware of photographic opportunities during the meal. For wedding packages with multiple photographers, we prefer to sit at different tables when practical.

10. 100% Satisfaction Guarantee Policy. We will refund your package price if you are not satisfied with your proofs. Satisfaction is defined as accepting delivery, releasing images on Pictage.com, purchasing photographs, downloading digital images, or sharing images on social media. Travel expenses are not refundable. No refunds will be given after final products are delivered to client.

11. Severability. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

I / we, the undersigned Contracting Party, hereby warrant that I am / we are competent to contract in my / our own name(s). I / we confirm that I / we have read the herein agreement prior to its execution and I / we are fully familiar with the contents thereof. This agreement shall be binding upon us and our heirs, legal representatives and assigns. And, we certify that we have received a complete copy of this agreement with all blank lines completed.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Spouse 1's Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Spouse 2's Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Street Address) (City) (State) (Zip)

( ) \_\_\_\_\_ - \_\_\_\_\_  
(Phone)

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(Email)