

JANUARY 2017

weddings

BOW CREEK PHOTOGRAPHY

♡ ALL WEDDING PACKAGES

All wedding packages are subject to sales tax; mileage and travel expenses will be incurred as necessary. Unless noted, all packages include a free pre-wedding consultation; an engagement session; a USB drive of all edited, high resolution images with a non-commercial print release; and, an online gallery where you can view, print and easily share all of your professional, high quality photographs.

♡ ADDITIONAL FEES

Events outside of Colby Kansas, may incur a travel fee of \$.54 per mile and a hotel allowance.

♡ EXTRA HOURS

Sometimes extra special moments pop up or the schedule may run a bit behind. If photographers are willing and able to stay late, last-minute requests to stay late are charged at \$200 per hour. These extra hours may be paid in full upon departure or will be billed immediately following the event.

♡ SAFELY RETAIN SERVICES

A retainer fee of 40% of the total balance due is required at the time of booking to safely secure your wedding date on Bow Creek Photography's calendar.

6-Hours

6-HOURS OF CONTINUOUS WEDDING DAY COVERAGE
ONE PHOTOGRAPHER.....\$1,700
TWO PHOTOGRAPHERS\$2,100

8-Hours

8-HOURS OF CONTINUOUS WEDDING DAY COVERAGE
ONE PHOTOGRAPHER.....\$2,000
TWO PHOTOGRAPHERS\$2,400

3-Hours Short and sweet

ONE PHOTOGRAPHER, NO ENGAGEMENT SESSION..... \$650

Bow Creek Photography

AMANDA RICHARDS

480 S. CHICKAMAUGA AVENUE | COLBY, KS 67701

785.675.1978 | BOWCREEKPHOTOGRAPHY@GMAIL.COM

BOWCREEKPHOTOGRAPHY.WEEBLY.COM | FACEBOOK.COM/BOWCREEKPHOTOGRAPHY

The Agreement

Please read through The Agreement carefully; fill out and return the form on Page 6 and the Booking Form on the Back Page. To show you've read each page, and that nothing has been altered, please also initial each of the Agreement pages at the top near the page numbers.

TERMS AND CONDITIONS SET HEREIN ARE MADE TO PROTECT BOW CREEK PHOTOGRAPHY, ITS PHOTOGRAPHERS AND ITS CLIENTS.

On this day, _____, this contractual agreement is made by and between _____ and _____, hereinafter referred to as "Clients," and Bow Creek Photography, hereinafter referred to as the "Photographer."

♡ PRE - EVENT CONSULTATION

- The *free pre-event consultation typically takes place at the time of booking services with Bow Creek Photography.
- At this time, Clients are responsible for outlining their expectations of services and the Photographer will explain how services are provided.
- The wedding day itinerary will be discussed, sharing as much detail as possible. Together, the Photographer and Client will select a photography package that best suits the Client's needs. Or, a package may be created entirely new if necessary.
- The Booking Form will be filled out with as much detail as possible in hopes of completing it entirely.
- A retainer fee is due at the time of booking.
- Any amendments that affect the bottom line of Bow Creek Photography services may be done in writing prior to ninety (90) days of the event without nominal penalization.

♡ EVENT ITINERARY

- The event itinerary shall be discussed at length during the time of booking. Any details remaining shall be provided in writing to the Photographer in advance of the contracted event date to allow for schedule changes, if necessary.
- Both the Client and the Photographer agree that punctuality and cheerful cooperation are essential to producing the best photographic results.
- The Photographer cannot be held responsible for a lack of photographs (either quantity or quality) if parties of the wedding are not cooperating, are tardy or absent.

Bow Creek Photography reserves the right to deny and/or cancel services to any Client or to impose any other guidelines to this agreement as deemed reasonably necessary.

*MILEAGE RATES MAY APPLY

DISPUTE RESOLUTION

COOPERATION:

The Client and Photographer consents to full cooperation and positive communication with each other to achieve the best possible result within the understanding of this contract. Both parties agree to use best efforts to resolve disputes through informal means. It is Bow Creek Photography's intention to always resolve disputes in a timely and professional manner with a mutually agreed upon outcome.



♡ YOUR PHOTOGRAPHY EXPECTATIONS

- Help the Photographer understand what moments will be most special to you by sharing the details. Is your veil a family heirloom? Are you planning a special toast celebrating your grandparents' anniversary? Please also provide a list of family members that you'd like to capture on camera.
- It is the Client's responsibility to communicate all requested photo-op moments to the Photographer in advance of the event by means of a shot sheet and to ensure all of the requested moments fit into the timeframe contracted.
- In addition to a shot sheet, it is recommended that the Client enlist a family member or friend to help the Photographer organize family and friends and to assist during formal family photographs. This will ensure family photos are completed in a timely manner.
- Photo-op moments may include, but are not limited to: first looks, signing the marriage license, announcing the wedding party into the reception, cutting the cake, speeches and toasts, first dances, etc.
- Adequate attempts will be made to ensure the Client's entire shot sheet is fulfilled. However, the Photographer cannot be held responsible for a lack of guest cooperation.

♡ Your Photographers

- The primary photographer for Bow Creek Photography is Owner Amanda Richards. Amanda will always make extreme efforts to attend wedding events. If Amanda is unable to attend a contracted event, Clients will be notified of her absence and replacement if time allows.
- Payment shall not be affected if Amanda must secure a replacement photographer on her behalf.
- Secondary and replacement photographers will be chosen at Amanda's discretion.
- If Amanda can only secure one photographer for an event contracted for two, 15% of the package total will be reimbursed to the Clients.
- If Bow Creek Photography services must be cancelled entirely, payment will be reimbursed to Clients in full.
- See Also "Indemnification and Hold Harmless." on Page 6.

♡ Non-Contracted Photographers | Clients are suggested to communicate with their guests regarding the importance of professional photographs and how difficult it may be for the Photographer to get a quality shot if guests are impeding the view or being a distraction. This is especially true for guests using their own cameras who are actively trying to persuade the attention of the wedding party. In the event that a non-contracted photographer hinders performance, the Photographer cannot be held responsible. However, all reasonable efforts will be made to remedy any situation immediately.

PHOTOGRAPHY FEES

ADDITIONAL FEES

CONFIRMATION OF SERVICES

♥ RETAINER FEE

- In order to confirm your event with Bow Creek Photography, a **nonrefundable** retainer fee and signed contract is required immediately upon booking.
- The retainer fee shall be 40% of the entire balance. It will go towards the total balance due.

♥ BILLING AND PAYMENT

- Prepayment is required unless other arrangements have been negotiated in writing.
- Bow Creek Photography accepts business and personal checks in the state of Kansas and cash.
- Final balance for services is due one month (30 days) prior to the contracted event date.
- Make all checks payable to Bow Creek Photography.

♥ CANCELLATION AND DATE CHANGES ♥

THE IMPORTANCE OF YOUR BOOKING:

Please note that the majority of couples book photographers at least 9 months in advance of their wedding date and many even book a year ahead of time.

Once a photographer books a date, it is virtually impossible to fill that vacancy upon cancellations or date changes. Because of this, you'll notice a strict cancellation policy with Bow Creek Photography.

- **The retainer fee is nonrefundable.**
- Unless otherwise specified in writing, the cancellation policy is:
 - **100%** of the total bill (including mileage fees, hotel allowance, engagement session fee, etc.) will be charged for photography services cancelled within 30 days of the contracted event date.
 - **75%** of the total bill will be charged for photography services cancelled within 60 days of the event date.
 - **50%** of the bill will be charged for photography services cancelled within 90 days of the event date.
 - A written cancellation postmarked at least 90 days prior to an event will not incur additional cancellation penalties.
- Rescheduled events will firstly as a cancellation and secondly as a new booking. The retainer fee required to reserve the original booking date is nontransferable.
- Bow Creek Photography will make every reasonable effort to honor rescheduling requests.

♥ EXTRA HOURS NEEDED

- It is the Photographer's prerogative to either accept or decline Client's request to additional hours of service.
- Bow Creek Photography highly recommends Clients consider a wedding day itinerary before deciding how many hours of photography services are needed; and, to contract an accommodating number of service hours well before the event date to ensure photographers are able to fulfill your needs.
- If Photographers accept a request (either before or during the event) to provide extra hours of photography service, each extra hour will be billed at a minimum of \$200.00 per hour, plus tax.
- Extra hours may be paid in full immediately upon departure or will be billed in writing following the event. This written bill is due within thirty (30) days. Late fees will be incurred as necessary.

♥ MILEAGE EXPENSES

- Events that take place outside of Thomas County will incur a mileage rate of \$.54 per mile. If venues have been determined at the time of booking, rates will be applied immediately. Otherwise, mileage rates shall be applied on the final balance due; all fees will follow the same cancellation and due date procedures.

♥ HOTEL ALLOWANCE

- An allowance of \$150 per night will be charged as soon as overnight accommodations are deemed necessary by the Photographer. The allowance will cover room rates, taxes and other fees, and breakfast.
- Payment for the hotel allowance will follow the same cancellation and due date policies.
- If a room cannot be acquired within the hotel allowance parameters, additional hotel expenses may be billed to the Client.



POSSESSION OF PAYMENT

LATE PAYMENTS

Payments must be postmarked or be in the Photographer's possession no later than thirty (30) days prior to the contracted event date. If payment is late, late charges will automatically be incurred and the event may be cancelled without reimbursing the retainer fee. Pictures may not be released to Clients until the Photographer is satisfied with payment.



♥ VENUE RESTRICTIONS

- Photographers are sometimes limited by rules regulated by a venue. For example, some ministers do not allow flash photography, or there may be restrictions on where photographers and guests are allowed to go. In such circumstances, the Clients agree to accept the technical limitations that may restrict the Photographer.
- Clients are responsible for being aware of such limitations and must communicate these rules to the Photographer and guests.
- Any attempts to negotiate restrictions is the responsibility of the Client.

♥ WELL - BEING

- As the schedule allows, Photographers will take breaks throughout the event as needed. If the event runs through a meal, Clients are expected to provide food and drink for all Photographers present as well as an adequate amount of time to finish meals. It is the Client's responsibility for ensuring this time is adequately scheduled in the itinerary.

♥ COPYRIGHT LAW

- The copyright of all photographs remains with the Photographer. The Photographer will grant Clients permission to make copies of the edited images given to them under the conditions that: 1) the images taken by the Photographer are for personal use only; 2) any further editing is strictly prohibited; and, 3) sale, publication, or any commercial use of the Photographer's work without the Photographer's written consent is strictly prohibited.

♥ MODEL RELEASE

- Clients shall grant the Photographer the irrevocable and unlimited consent to use contracted event photographs. Such circumstances warranted may include, but are not limited to: editorial usage, competition, advertising, and any other purposes chosen by the Photographer. The Photographer can also further alter the photographs without restriction and retains the right of copyright of any and all images.



INDEMNIFICATION AND HOLD HARMLESS

The Client agrees to defend, indemnify and hold harmless Bow Creek Photography, its photographers, staff, affiliates, and representatives from and against all claims, actions, causes of action, liabilities, costs and expenses, including without limitation reasonable attorney's fees, arising out of or resulting from or in any way related to the Client's event, and/or any act or omission of the Client, its attendees or invitees, or any contractors hired or engaged by the Client.

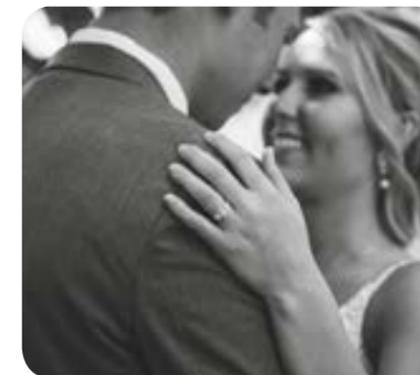
The Client cannot hold Bow Creek Photography responsible for failure to provide services due to emergencies, catastrophes or interruptions of public utilities. If an Act of God were to occur preventing the event from taking place as scheduled, Bow Creek Photography will allow for the event to be rescheduled, pending availability, with no penalty. Last minute cancellations or changes due to inclement weather will not be considered for refunds.

ENTIRE AGREEMENT

This Agreement, from Page 1 to 6, and the Booking Form have been initialed to convey understanding of the entire Agreement between the Client and Bow Creek Photography; there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements between parties.



The person signing warrants that he/she is authorized to bind the Client and accepts responsibility herein.



LOSS OF SERVICES

If Bow Creek Photography is not able to provide services, then the full amount paid by the Client will be reimbursed, including the retainer fee, less services already rendered.

Working methods are in place to prevent loss or damage to images. However, in the event of loss or damage, items paid for will be partially reimbursed according to the percentage lost.

SEVERABILITY

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.



TO BE COMPLETED

DATE OF EVENT:

DESCRIBE PACKAGE

PRINTED NAME:

TITLE AS IT RELATES TO THE EVENT:

SIGNATURE:

DATE:

BOW CREEK REPRESENTATIVE:

DATE:

BOOKING DATE:
BOOKING FORM + INITIAL HERE:

Wedding Booking Form

Description of Package:

PACKAGE AMOUNT	\$
TAX ON SERVICES	+\$
TRAVEL = 54 CENTS PER MILE	+\$
HOTEL = 150 PER NIGHT	+\$
OTHER EXPENSES	+\$
SUBTOTAL	=\$
40 PERCENT RETAINER FEE DUE TODAY	-\$
BALANCE	=\$
BALANCE DUE DATE:	

PRELIMINARY INTINERARY

PHOTOGRAPHER ARRIVES:

CHURCH FORMAL PHOTOS BEGIN:

CEREMONY BEGINS:

RECEPTION BEGINS:

EVENT DETAILS TO FOLLOW:

PHOTOGRAPHER DEPARTS:

DATE OF EVENT:

BRIDE'S INFORMATION:

NAME:

PHONE NUMBER:

EMAIL ADDRESS:

*MAILING ADDRESS:

GROOM'S INFORMATION:

NAME:

TITLE:

PHONE NUMBER:

EMAIL ADDRESS:

*MAILING ADDRESS:

*PLEASE IDENTIFY WHICH ADDRESS TO BILL

CEREMONY:

NAME OF VENUE:

CONTACT:

PHONE NUMBER:

ADDRESS:

RECEPTION:

NAME OF VENUE:

CONTACT:

PHONE NUMBER:

ADDRESS:

**** Client promises to provide a detailed itinerary and shot sheet as soon as possible.