



Make Love Real
 20201 W. Southport Rd.
 Elmwood IL 61529
 p:585.721.0632
 e:weddings@makelovereal.com

General Terms and Conditions

Client information

Wedding Date:	Wedding Location:		
<input type="text"/>	<input type="text"/>		
Bride Full Name:	Phone Number:	E-mail Address:	
<input type="text" value="Bride"/>	<input type="text"/>	<input type="text"/>	
Groom Full Name:	Phone Number:	E-mail Address:	
<input type="text" value="Groom"/>	<input type="text"/>	<input type="text"/>	
Mailing address:	City:	State:	Zip:
<input type="text"/>			

DESCRIPTION OF SERVICES:

Service is artistic documentary coverage of the day's events by Make Love Real. Artistic documentary coverage is defined as the photographer's candid, not manipulated and not posed capture of the events as they occur. Photographic subjects and imagery are at the sole discretion of photographer and any possible assistant photographers. Print services are by demand creation of one of a kind merchandise. Album services are design and presentation of imagery in one of a kind bindings. Service details are defined by online shopping cart and executed by Client checkout process. Client actions in checkout process define options and services and confirm this agreement for the price displayed at checkout. Electronic receipts and invoices shall be governed and fulfilled by these terms.

Order # description _____	Date: _____
Order # description _____	Date: _____
Order # description _____	Date: _____
Order # description _____	Date: _____

Definitions: "Photographer" refers to Make Love Real operated by Neil Cowley or Liesl Cowley. "Client" refers to the commissioning party or company named above, its representatives, successors, or assigns.

Copyrights: Negatives, digital files and copyright are the property of the photographer as protected by US copyright law. It is illegal to copy, scan, reproduce, or transmit images online without the written permission of photographer. Violators of this federal law will be subject to its civil and criminal penalties. Client acknowledges that a triple fee for copyright violations is fair and reasonable for photographer's loss of revenue and that any violations shall be billed at triple standard rates for products or usage.

Model Release: In client's consideration of engagement as a model, and for other good and valuable consideration herein acknowledged as received, I hereby grant to Photographer, his/her heirs, legal representatives, and assigns, those for whom Photographer is acting, and those acting with his/her authority and permission, the irrevocable and unrestricted right and permission to take, use, re-use, publish, and republish photographic portraits or pictures of me or in which I may be included. I hereby waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Photographer is not responsible for obtaining model, property, or other releases in connection with any of the photographs licensed herein unless specifically stated herein.

Limitation of Services: Additional time will be billed at \$100 per hour for each photographer if requested. Services to be performed at greater distance than 30miles from zip code 28277 client agrees to pay all travel costs as submitted by photographer within 30 days of invoice.

Payments: Client shall pay a \$1000 retainer fee to book the date with the Photographer. In the event of cancellation of this Order by customer, all coverage, album or print credits received by Make Love Real will be refunded. Retainer fees are not refunded or refundable. **All services will be performed prepaid.** The service balance is **due 10 business days before the wedding date.** The print balance is due before order is placed and is not refundable in any circumstance. Album balance is due at time of design approval before printing. In the event Customer fails, or refuses payment or delivery by the terms set forth Photographer shall charge the Customer a service fee of \$50. The Service fee is applied to bad checks and late payments. Payment for contract totals by electronic credits will incur a convenience fee of 10% of balance due. Payments defaulted more than 30 days will be charged 2% per month (24% annual rate) on the unpaid balance due until the entire balance is paid in full. No additional Orders will be accepted until previous Orders are paid in full.

Album Design: Client shall select less than 100 images to include within custom designed album within 30 days of wedding date using the web site <http://makelovereal.com> to submit album order form. Failure of Client selection for album within 30 days grants photographer permission and authority to select all images and produce design for album. Client requested changes to album design will be performed as an additional service for \$30 per spread. Photographer offers Client the privilege of final approval of album design and selection of cover materials on the contingency of a timely response. Timely response is return of correspondence within 30 days by Client. Client agrees that failure to approve design within 30 days forfeits the privilege of design approval and cover selection and Photographer will produce album with best judgement in fulfillment of this contract.

Guarantees: The services as described only guarantee photographer's presence for contracted period of time. Photographic services do not include any promise, expectation, warranty or guarantee that any specific moment, action, event or person will be photographed in any way other than the sole judgment of the photographer. Photographer's judgment, selection and portrayal of the time period selected by client will be deemed complete by this contract. Special requests for certain images although attempted by photographer carry no guarantee, expressed or implied that the resulting image will be satisfactory to client. Client waives all right of judgment on the service performed due to content, style, light, lighting, contrast, and other elements generally referred to as content. Requests by client after the wedding to alter, modify, or change the number of images, image style or content will be billed \$100 per hour for the photographer's work to complete client's requests.

Liability of Photographer: In the event that this order cannot 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 government unit or agency; any event considered a "force majeure"; or any other event or act outside the control of the Photographer; including but not limited to: equipment failure, auto accident, sickness and weather conditions. Photographer's liability to the Customer shall be limited to the refund of the coverage fees or rescheduling at the photographer's availability. Photographer's maximum liability shall be limited to the return of the Customers coverage payment. Photographer will make every effort in event of calamity to engage alternate photographer(s) through professional networks to accommodate client's needs.

Governing Law: This agreement incorporates by reference Articles II and III of the Uniform Commercial Code now in existence, in the State of North Carolina, and the Copyright Act of 1976 as amended. This agreement shall be deemed to be a contract made under the laws of the United States of America and the State of NC and for all purposes shall be interpreted in its entirety in accordance with these laws. Client specifically and irrevocably confers personal jurisdiction over it by the courts of the State of NC or the United States District Court for the District of the State of NC. Client specifically waives all rights to contest each court proceeding on the grounds of personal jurisdiction, venue and forum non-convenience. In the event of any award or judgment in favor of Photographer, or any settlement between Photographer and Client, arising from effecting and protecting Photographer's rights and benefits hereunder and/or any aspect of this agreement, Client shall pay all costs and expenses incurred by Photographer and/or Photographer's legal counsel related thereto, including, but not limited to, reasonable legal fees, arbitration and court costs, associated expenses, and legal interest on such award, judgment, or settlement.

Bride's Signature:

Date:

Groom's Signature:

Date:

Photographer's Signature:

Date:

Make Check Payable to **Make Love Real** - Enclose Retainer Payment of \$1000, or electronic receipt

mailto: Neil Cowley
20201 W. Southport Rd.
Elmwood IL, 61529

**CHECK or
ELECTRONIC RECEIPT**