

Benjamin Strong  
Holmen, WI 54650

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608.498.9994

Client Name(s):  
Wedding/Reception Location:

Wedding Date:

Services to be provided by Benjamin Strong/Boxcar Photography:

Fee:

1. **AGREEMENT, JURISDICTION & SEVERABILITY:** This contract contains the entire understanding between Benjamin Strong/Boxcar Photography and THE CLIENT(S). It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties. The laws of the State of Wisconsin shall govern this contract, and any resulting arbitration shall take place within La Crosse, Wisconsin. Client assumes responsibility for all collection costs and legal fees incurred by Benjamin Strong/Boxcar Photography should enforcement of this contract become necessary. In the event that any part of this contract is found to be invalid or unenforceable, the remainder of this contract shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this contract shall not constitute a waiver of any other portion or provision of this agreement.
2. **AGE:** CLIENT(S) affirm(s) that CLIENT(S) is/are at least 18 years old and has the capacity to enter into a contract with Benjamin Strong/Boxcar Photography.
3. **CONTRACTOR:** Benjamin Strong/Boxcar Photography is an independent contractor and not an employee of THE CLIENT(S).
4. **RESERVATION:** Upon your signature, Benjamin Strong/Boxcar Photography will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of \$\_\_\_\_\_ is non-refundable, even if the date is changed or the wedding cancelled for any reason, including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding photography package. THE CLIENT(S) understand(s) and agree(s) that the entire amount owed for the wedding photography package described in the contract is due 14 days before the wedding date.
5. **FINAL IMAGE DELIVERY:** After the wedding, Benjamin Strong/Boxcar Photography will provide THE CLIENT(S) with a edited DVD of all digital photographs that will be prepared and provided to THE CLIENT(S). This DVD will contain all edited digital photographs taken at the event, prepared at a size suitable for electronic distribution. Editing consists of editing, enhancing, deleting and manipulating any photos necessary to fit Benjamin Strong/Boxcar Photography discretion.
6. **CANCELLATION:** In the event that THE CLIENT(S) cancel(s) the wedding photography services outlined in this contract before the wedding ceremony takes place, THE CLIENT(S) agree(s) to pay Benjamin Strong/Boxcar Photography liquidated damages equivalent to the Reservation Deposit. Benjamin Strong/Boxcar Photography agrees to refund all additional paid money, if any, (less expenditures for which receipts will be provided) to THE CLIENT(S).
7. **TERMINATION AND CANCELLATION:** This Agreement may be terminated under any of the following conditions:
  - a. At the Client's Discretion. Client understands that pursuant to this Contract, Benjamin Strong/Boxcar Photography may forgo opportunities to book other business on the Wedding/event Date. Client understands that in exchange for this consideration, Client agrees to the following scenarios with regard to refunds/application of monies paid by Benjamin Strong/Boxcar Photography.
    - (i) In the event that the Client reschedules the Wedding/event and Benjamin Strong/Boxcar Photography is able to rebook the original Wedding/event Date, Benjamin Strong/Boxcar Photography will amend the Wedding/event Date in this contract and Client will receive credit for all monies paid up to the date Client requests the Wedding/event be



this Contract under Clause 7 (Termination & Cancellation) in such circumstances. If a party asserts Force Majeure as an excuse for failure to perform the party’s obligation, then the non performing party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Clause 18 (Force Majeure).

20. **AMENDMENTS:** This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and Benjamin Strong/Boxcar Photography at the time of acceptance of this contract shall be recognized as amendments to this contract.

21. **PRINT ORDERS:** Prints of photos may be ordered at the following rates. Paper surface may be glossy, matte or luster; printing on canvas may be performed for additional fees (please request a quote), and additional sizes also are available upon request.

- Jumbo Print, 16”x20”: \$60.00    • 5” X 7” Print: \$6.00    • 8” X 10” Print: \$22.00    • 12” X 15” Print: \$35.00
- Additional CD/DVD: \$300.00    • Additional Overtime: \$300/hour    • Additional Image Manipulation: \$200/ hour

\*\*\*Please note that these prices and options are subject to change without any prior notice.

22. **PROFESSIONAL IMAGE MANIPULATION:** All editing is to Benjamin Strong/Boxcar Photography’s discretion, however Benjamin Strong/Boxcar Photography will allow for limited professional image manipulation (if technically possible) on any image(s) of THE CLIENT’S choice at additional cost. This includes opening of individual’s eyes, red eye removal, de-aging, removal of people and/or objects, insertion of missing people and/or objects, color correction, special effects, portrait glamorization, etc. It is understood that if a technicality prevents Benjamin Strong/Boxcar Photography from performing requested image manipulation, or if a technicality prevents the final result to meet THE CLIENT’S requirement, THE CLIENT(S) will accept that Benjamin Strong/Boxcar Photography has performed to its best ability with regard to the specific task and that Benjamin Strong/Boxcar Photography has no further responsibility towards said image manipulation.

23. **CROPPING AND ONLINE FORUMS:** All photos have been composed with the utmost care and experience of Boxcar Photography. No cropping of logos, or elements of a picture should be done via the client. It is to Boxcar Photography’s discretion.

24. **VENUE FEES:** Any fees for photography services at any venues are the responsibility of the client, not the photographer.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Comments: