

4) Photographic Materials

All photographic materials, including but not limited to the digital files, shall be the exclusive property of ProPoint Media Photography. If an agreement is reached between the two parties for purchase of the digital files, or that a copy be given to the client as agreed upon in this contract, we reserve the right to still maintain possession of our own original set of files. If digital files are purchased, ProPoint Media Photography will still hold the copyright to all images.

5) Copyright & Reproductions

ProPoint Media Photography shall own the copyright for all images created and shall have the right to make reproductions. ProPoint Media Photography shall only make reproductions for the Client, Client's guests and for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of ProPoint Media Photography's studio.

6) Client Usage

The Client is obtaining the original digital files (negatives) as agreed upon in this contract, for personal use only. Client understands they will receive their DVD(s) containing digital files 4-6 weeks after ceremony. Client shall not sell prints or digital files or duplicate CD or DVD containing the digital images. If Client is obtaining a print for newspaper announcement of the wedding, ProPoint Media Photography authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit for ProPoint Media Photography adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so. If the Client wishes to use the images in any other way, they must seek permission and pay any applicable fees.

7) Failure to Perform

If the Photographer cannot perform this Agreement due to a fire, casualty, act of God, or other cause beyond the control of the parties, ProPoint Media Photography shall return the deposit to the Client but shall have no further liability with respect to the 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 the Photographer. In the event ProPoint Media Photography fails to perform for any other reason, ProPoint Media Photography shall not be liable for any amount in excess of the retail value of the Client's order. The bride and or groom agree to set aside at least 30-minutes of time before the ceremony commencement of the wedding and a 45-minute time frame afterward for photographs that cannot be obtained during the wedding, including formal group shots. If the bride's or groom's late arrival prevents this 30-minute window from occurring the photographer shall not be held liable for failure to take desired photographs.

8) Photographer

ProPoint Media Photography may substitute another photographer to take the photographs in the event of Photographers' illness. In the event of such substitution, ProPoint Media Photography warrants that the photographer taking the photographs shall be a competent professional.

9) Price Structure

The fees in this Agreement are based on ProPoint Media Photography's price structure for the current year. Prices are adjusted periodically and future bookings shall be charged at the prices in effect at the time when the booking is placed.

10) On-Site Studio Setup Services

As an add-on option for any chosen package, the CLIENT may request to have an on-site studio setup for formal photos, complete with professional studio lighting and backdrop. These additional accommodations will only be made available for Bride, Groom, entire Bridal party and Bride & Groom's immediate family.

Initials indicate service request: _____ \$ _____

*** Please make checks payable to ProPoint Media Photography

PHOTOGRAPHER

(Dave Cyphert / Owner of ProPoint Media Photography) _____ Date: ____ / ____ / ____

BRIDE

(Signed By) _____

Date: ____ / ____ / ____

GROOM

(Signed By) _____

Date: ____ / ____ / ____

Please retain a photocopy for your own records. A hard copy with ink signatures will need to be mailed or delivered to ProPoint Media Photography. Your date will be held once this contract and deposit is delivered to ProPoint Media Photography.....Thank You!