

## TERMS & CONDITIONS:

This agreement constitutes a contract for wedding photography/videography services and a model release. Upon signing, *Bridal Moments* will book the agreed upon date and time. In exchange for payment by the bride and groom of the full package price, the services to be provided by the photographer / videographer under this contract are:

1. *Bridal Moments* agrees to provide full photography and videography services on the wedding day. It will act as the primary photographer or videographer for the occasion.
2. *Bridal Moments* will be the principal photographer/videographer.
3. The photographer/camerographer will use his/her best efforts to capture the essential elements of the wedding ceremony, including reception and group shots in accordance with the package previously purchased (this is not to be considered a guarantee to capture a specific scene or image, but a general listing of photography/videography services rendered of this nature). In the case of videos, the videographer will select moments based on quality and experience. During the ceremony it is important to use the audio equipment (microphone) provided by Bridal Moments staff. If the bride and groom choose to use another device external to us, Bridal Moments will not be responsible for the quality of the final result. Special requests regarding editing must be made prior to the wedding. Bridal Moments does not work with still cameras.
4. Refunds, whether partial or full, will be determined at the discretion of Bridal Moments.
5. Brides and grooms will get full resolution images in JPG format and/or videos in digital format with "Home Use Rights" which may be used for personal, non-transferable, non-commercial uses. You may make as many copies and prints as you wish, either for yourself or as a gift. You may place low-resolution copies on your personal website for display as long as the images or footage are personally responsible for communicating the limitations of this agreement to anyone receiving a copy. You are personally responsible for any illegal use arising from the distribution of these images to another person. The client may not sell or commercially use images / footage from these files in original or edited form. No rights to the files may be transferred to any other person or company for profit or as a gift. Clients grant permission to Bridal Moments to display selected images/videos resulting from this assignment as an example of their work and release all claims of profit that may arise from the use of the images/footage.
6. In case of postponement or change of date, all payments are non-refundable, but can be transferred to a new date if available.
7. In case of cancellation within 24 hours prior to the service, payments are non-refundable. In case of cancellation of only a part of the services to be provided, only the corresponding part of this package will be non-refundable. In case Bridal Moments decides to cancel for any reason, all payments received will be refunded.

8. Tolerance time for photography and videography services will be 10 minutes after the start time (stated on this form). We make every effort to arrive at locations on time, but we are not responsible for delays or non-attendance caused by circumstances beyond our control, such as traffic delays, severe weather conditions, unforeseen illness/disability, accident, camera or equipment failure. In such circumstances, we will contact you as soon as possible to discuss alternative arrangements.
9. After 5 hours of service, it is the client's obligation to provide food and beverages for Bridal Moments staff on duty.
10. Photos will be sent within 8-18 weeks from the date of the event. (Depending on the package purchased) Wedding album photo selections must be finalized by the customer no later than 60 days from the date the download link was received. If Bridal Moments does not receive the album selection, we will not guarantee any material after 90 days of subsequent service.
  - a) *Bridal Moments* performs a "scrubbing" and a selection containing all the moments that happened on the day of coverage, these previously selected photos are the best for the \*Soft Edition to be made.
  - b) If the package purchased includes one or two albums, these photos contain a \*Full Edition.
  - c) Changes in the \*Soft Edition previously delivered, this can be done with an additional price and the cost depends on the amount of photos to request and the complexity of the requested changes.
11. Videos will be sent to the client within 8 to 18 weeks after the date of the event (depending on the package purchased). If *Bridal Moments* does not receive a response, we will not guarantee the material after 90 days from the day of the link sent.
  - a) *Bridal Moments* will contact the couple to send them a questionnaire with key questions, in which one of them is, if the couple has an example of a video so that Bridal Moments can resemble the final result, all for the total satisfaction of the client.
  - b) *Bridal Moments* will contact the couple prior to the day of their event to request a playlist and it is important that these are shared.
  - c) Corrections and/or changes in the video editing. Corrections are mistakes made by the editor, whether they are camera movements, sound errors, or errors in the post-production of the video. Editing changes are made as creative decisions, for example, changing songs (that were not provided before), removing or adding shots (in stock) or altering part or all of the video. After the final edited video has been delivered, it can have 2 revisions included and each revision can include up to 5 corrections and 2 changes.
  - d) If the client wants *Bridal Moments* to redo the final edited video, this will have an additional cost that will be at the discretion of *Bridal Moments*.

\*Soft edition: Framing, removal of repeated photos, equalization of exposure and color temperature from one photo to another.

\*Full Edition: Remove elements that contaminate the photo, brightness in the skin, flying hair, closed eyes, signs, thinning, etc.

12. *Bridal Moments* is not responsible for possible inconveniences beyond our reach such as behavior of clients, guests or hotel staff if they interrupt important moments and this leads to the client not getting the expected results. Therefore, the job of the photographer/cameraman is to direct the bride and groom and those involved to achieve a satisfactory result.
13. *Bridal Moments* will keep your material for 1 year after the event by signing this contract. If we have not received a response, the material will be deleted. If the client wishes *Bridal Moments* to keep their material for a longer period of time this will have an additional cost that will be at the discretion of *Bridal Moments*.
14. Due to peak season or circumstances beyond our control, *Bridal Moments* can and will change delivery dates if necessary. Our main goal is to deliver the highest quality work, so we need adequate time to work on every detail. In this case, *Bridal Moments* will provide new delivery dates for the bride and groom.
15. *Bridal Moments* does not release any raw footage as part of purchased packages.
16. Shipping duties and taxes are not included in the package.
17. Service charges will be borne by the assigned wedding designer after written confirmation.
18. Services cannot be refunded or rescheduled in the event of inclement weather in which service cannot be provided in accordance with this contract.
19. In case of delays during the event, *Bridal Moments* cannot guarantee the achievement of the amount of images/footage stated in the purchased package. Only if the delay is caused by the photographer/cameraman, the delay time will be added to the service.
20. The packages set forth in this contract cannot be modified once signed. However, the client may update the existing contract by adding additional services or schedules. *Bridal Moments* cannot guarantee the availability of upgrades/additions without notification at least 24 hours prior to the service.
21. *Bridal Moments* will make every effort to secure a replacement photographer/camerographer in the event of illness or injury to the assigned photographer/camerographer. In the unlikely event that a suitable replacement cannot be found, liability is limited to a refund of the payment received in accordance with the package.
22. *Bridal Moments* takes great care with the transportation, processing and display of photographs/film. However, in the unlikely event of theft, loss or destruction for reasons within or beyond *Bridal Moments'* control, its liability is limited to the return of all payments received in accordance with the package. The limit of liability for a partial loss of originals will be a pro-rated amount of exposures/losses based on the percentage of the total number of originals/footage.

23. Packages include software edited images and will be professionally edited for color, lighting, exposure, textures, contrast and other basic elements to ensure a high-quality product. However, for any extensive editing (removing bracelets, tattoos or guests from the background, photomontages, hair color changes, body changes and removing sweat or glitter), an additional cost applies depending on the difficulty and quantity of the images.
24. Once the package deliverables have been sent, all your media files will be kept on our servers for 6 months and will be deleted after that period of time. If clients require any additional material or wish to keep such material, it will be charged an additional fee and they should contact *Bridal Moments* executives.
25. In case the client requests to extend the guarantee of photographs and/or videos in the database for 6 more months, the client will have to cover the cost of \$300 USD.
26. Drone service: This service can only be requested with the videography package. In case of inappropriate weather conditions, the drone will not be able to fly and the pilot would have the authority to cancel the service. In case of unfounded cancellations, we will issue a 50% refund.
27. Trash the Dress service, this service will only be added in the additional purchase of any of our packages either photo or video only and/or combined. This will be scheduled after the wedding day and according to the availability of the client and the photographer.
28. Live broadcasting service: In case of cancellation or change of confirmed events, it must be informed 48 hours before the scheduled date of the event. In that case, the amount thus collected will be refunded in full. In case of cancellations less than 24 hours from the scheduled date of the event, 50% of the cancellation charges will be applied. No further editing work will be applied.
29. If your signature is not received within 4 business days of receipt, your signature will be considered as acknowledged.

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Signature