

Today Magazine, LLC dba
A Maui Beach Wedding, Sunset Studio Maui, tropicalimage.com & Greg Hoxsie Photography
2745 Puuhoolai St. Kihei, HI 96753 1-877-891-8811 (toll free)

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greg@maui.net

1. This Contract constitutes an order for digital wedding photography/video services, including the making of wedding and related pictures/video as agreed to by both parties: The Studio (Photographer) and The Client (Contracting Party.)
2. If The Studio cannot perform services as outlined in this Contract in whole or in part due to a fire or other casualty, mechanical failure, acts of nature or terror, road closures, or other cause beyond the control of the parties or due to illness or injury, then The Studio will return all fees to The Client but shall have no further liability with respect to this Contract. This limitation on liability shall also apply in the event that photographic or video materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged. The Client agrees that an entire wedding cannot be replicated, re-enacted or repeated for the purpose of a re-shoot and limits The Studio's liability to the amount paid under this Contract.
3. In the event Photographer becomes incapacitated or unavailable for any reason and is unable to personally photograph the event covered under this Contract, The Studio reserves the right to delegate the job to another qualified photographer/videographer in its employ or acting as a freelance photographer/videographer.
4. The Client and The Studio agree that no photography or videography can take place in an outdoor and unprotected environment in the event of rain. The Studio will make every effort to find a protected area to compose pictures, but no partial or full refunds are offered for any weather related issues that would prevent The Studio from using photographic, video and electronic equipment.
5. It is understood and agreed that The Studio may have more than one photographer/videographer shooting the event covered by this agreement. The Client understands and agrees that no unauthorized photographer/videographer, wedding planner, or individual will be allowed to interfere or direct the subjects for photos (bride, groom, friends or family members) of this event unless invited to do so by The Studio. The Client agrees that no spectator, guest, wedding planner or guest photographer/videographer shall interfere or restricts the movement or line of sight of The Studio. No camera or video equipment mounted on tripods or other stands shall be permitted without prior discussion and agreement. The Studio reserves the right to immediately remove any photographic or video equipment that is restricting the movements or line of sight of the photographers/videographers during the ceremony.
6. The Studio will make every effort to collaborate with all vendors present at the event. The Client understands that any direction related to the making of pictures or video by The Studio will come exclusively from The Client or their appointed representative.
7. Upon execution of this Contract by both parties, The Studio will reserve the time agreed upon and will not make another reservation for the specific time frame. For this reason, all deposits are non-refundable even if the date is changed or if the wedding becomes cancelled for any reason.
8. The Studio agrees to have in effect a General Liability insurance policy during the event covered by this Contract.
9. The Client agrees that selected images and video footage from the event may be used by the The Studio in printed and electronic media for self promotional purposes.
10. The Client understands that a Right of Entry Beach Wedding Permit is required for weddings on the beach in Hawaii and agrees to supply The Studio a copy of the permit prior to services being rendered. Additionally, The Client will insure and guaranty that The Studio is not excluded by any third party that may have secured the Right of Entry Permit. (The Studio can secure Right of Entry Permits for a fee of \$150 if necessary) The Client understands that under the terms of the Right of Entry Beach Wedding Permit, NO ALCOHOLIC BEVERAGES ARE ALLOWED ON THE BEACH.

11. The photography service fee is \$_____ plus 4% Hawaii General Excise Tax and includes:

The videography service fee is \$_____ plus 4% Hawaii General Excise Tax and includes:

A deposit of \$_____ has been received on account. The balance is due upon delivery of the images and video files. No rights are granted or Copyrights released until timely payment is made in full. The deposit fee is non refundable in case of cancellation or date change by The Client.

12. In the event payment is not made in full upon the completion of the editing process, no photography or video files will be released. A finance charge of 2% per month will be added to the unpaid balance until payment is made in full.

13. The date and times of the wedding event covered by this agreement are _____. The Studio will be prepared and ready to make pictures/video at the agreed upon time, date and location. No credits or extended times shall be issued for late starts or delays of any kind.

14. Any dispute related to this Contract shall be governed by the laws of the State of Hawaii.

I / we, the undersigned Contracting Party, hereby warrant that I am / we are competent to contract in my / our own name(s). I / we confirm that I / we have read the herein agreement prior to its execution and I / we are fully familiar with the contents thereof. This agreement shall be binding upon us and our heirs, legal representatives and assignees.

The Studio _____ Date _____

Client _____ Date _____