

## **My SF Wedding**

The following is ***a letter of understanding between us***, please review it and sign the form at the end. Information is being conveyed you need to know.

### **RESERVATIONS ARE NON-REFUNDABLE AND NON-TRANSFERABLE**

Reservations are confirmed with full payment and signed contact. An email confirmation will follow.

### **CANCELLATIONS**

If you cancel your reservations, there are no refund of fees paid nor are fees transferable. This is standard in the wedding business.

If My SF Wedding cancels, for reasons other than default by the party making the reservations, refund the of fees paid will be refunded within 60 days of such cancellation.

### **Wedding Ceremony**

- When ordering a contemporary or traditional ceremony, both ceremonies have the option to provide for personal vows being shared or not. It's up to you. The ceremony includes your wedding vows. Note: The contemporary ceremony is not mailed out. The traditional ceremony is posted on our website.
- When a personalized ceremony is ordered, your ceremony will arrive within a week of our planning consultation. Your fee includes one rewrite. Please do not send out copies of this ceremony, if people ask you for a copy, have them contact me directly.

*Changes Due:* All changes are due no later than one week before your wedding date. If for any reason your final changes are not made correctly a refund of thirty dollars will be made.

*Last Minute Changes:* All changes need to be completed in advance. I can not make last minute changes on the day of your ceremony or during the week before your ceremony.

### **Marriage License Information**

- You both will need to file for a marriage license together at the county clerk's office any where in California. If you get a confidential marriage license the ceremony needs to take place in the same county that you get your license. A license can not be signed with a marriage license obtained after your wedding ceremony.

*Your Marriage License:* I will sign the marriage license on your wedding day. Once I sign your marriage license my responsibility ends, as the filing rests in the hands of the county where you were issued your marriage license. If you forget to apply for your marriage license, I can not back date one later.

Work directly with the County Clerk where you got your license. Mail your license directly to the County Clerk. The address is on your marriage license form. As your legal papers are important, you need to be responsible for any correspondence that you receive from the county clerks office.

*Copies:* Use the form the county clerk provided you for copies of your marriage license. The clerks office provided the form to you at time of application. Please direct all questions regarding your marriage license directly to the county clerk where you applied for the license. It is most effective to use the website where you filed.

**Cancellation policy:** While the dates is held for you other couples are turned away. If for any reason wedding plans are canceled, no refund of monies will be made. There may be additional fees charged to cancel vendors and wedding planning done. If your ceremony begins more than thirty minutes, it may have to be re booked which will involved additional fees.

**Force Majeure:** If the Contract became impossible to complete by either party because of acts of God, war, government regulations, disaster, strikes, civil disorder, floods, curtailment of transportation facilities or other emergencies making it illegal or impossible to provide service or to hold the event then neither party shall be held responsible to any aspects of this contract.

**Time is of the Essence:** If your ceremony begins more than thirty minutes late, it may have to be re booked which will require additional fees.

### **Wedding Design & Planning**

**Arriving for your wedding:** It is best to arrive dressed for your wedding. If you will be dressing at the site plan to arrive 30-45 minutes in advance of the scheduled ceremony. Be aware that some sites do not provide a dressing room.

**Weather:** Outdoor weddings happen year round in the San Francisco Bay Area. If weather is an issue the day of your wedding, a backup location plan is recommended and not provided.

**Meeting at the Site:** Meet me at the agreed time and location on the site. Call twenty four hours before the morning of your ceremony with any changes regarding how we are meeting.

**Number of Guests:** If there is a change in the number of your guests, call me. It may affect the site at the location or the location itself. **When arriving for your ceremony with more guests than contracted for; all monies paid will be forfeited and no services will be provided. The locations are very regulated.**

**Notice:** If there are any changes, a minimum of twenty four hours advanced notice is required to discuss the changes. Messages need to be given in person, leaving a cell phone message will not be confirmation of a change.

**Flower Information:** Rose bridal bouquet with matching boutonniere are provided when ordered. The freshest most beautiful roses will be selected for your wedding day. This may mean that your first color was not the freshest or not available. Every step will be taken to bring one of your selected colors.

If you are making a stop to pick up flowers, please plan an additional 45 minutes to make this stop. Plan time for finding the location, parking, waiting, paying, etc. These delays have caused extra location fees for couples.

**Timing:** Please plan your timeline with added time for delays like traffic and direction issues, etc. If you were going to get up at 7 am on your wedding day get up at 6 am to account for unexpected delays. If you are running late CALL ME either when you know you are going to be late or at the time your wedding was set for.

**Thirty Minutes Late:** If you are more than thirty minutes, your wedding may have to be re-booked and re-scheduled, which will involve additional fees. Sometimes I have another wedding booked and can not stay and wait. Wait time after 30 thirty minutes, includes additional fees, if indeed I can wait. Waiting fees are \$100 per thirty minutes.

My SF Wedding and Ema Drouillard will not be responsible for:

- Alternate site,
- Noise disturbances,.
- Health and safety of those attending, and
- Loss of any personal property.

**NOTE:** Sites included in the packages; are arranged by private agreement, no guarantee is made and no appointments can be scheduled. If someone else is using the site we will need to wait. The Bride and Groom do not pay for the sites that are included in the packages, therefore there are no guarantees. Only sites with fees can be scheduled and private.

**Note:** Small wedding locations are regulated and best used during the week. Although it may seem like open space and reason would suggest you can simply invite more guests, this is not what is being offered. When arriving for your ceremony with more guests than contracted for; all monies paid will be forfeited and no services will be provided.

[Review: Park Regulations & Conditions for Outdoor Weddings.](#)

## Wedding Photography Contract

Photography Package Information: Digital images. Your edited images will be posted on the Wedding Gallery at emadrouillard.com within 2-4 weeks of your wedding date. The Wedding Gallery provides you a way to share your images with your friends and family as well as an easy way to order your wedding prints for a fee. Digital negatives/Jpegs' are included in some wedding packages in others it is an extra fee. Prints are ordered separately via the wedding gallery. CD is not available.

The following wedding photography contract specifies the rights and responsibilities implicit in our business relationship and protects both client and photographer.

### CONTRACT FOR PHOTOGRAPHY SERVICES

This agreement (“Agreement”) constitutes a binding contract for photographer services and/or products. By signing this Agreement, the clients, identified on Signature Page of this Agreement (collectively referred to below as “Client”) agrees to pay Ema Drouillard for the services and/or products provided at the price ordered.

The following terms and conditions shall also apply to Client’s engagement.

**1. EXCLUSIVITY:** Images by Ema shall be the only photography service provider retained by the Client for the event date booked. Family and friends of Client shall be permitted to photograph the event during the ceremony. Once the Photographer's shoot time begins, others are asked to wait until Photographer’s shoot time is over before taking more personal photos. Client shall require the person interfering with the photographer to stop all further shots. It is understood and agreed that no other photographer will be allowed to photograph or take pictures at the wedding while the photographer is working.

**2. PHOTOGRAPHER:** Images by Ema shall assign a photographer from its staff exclusively for Client’s Event. All rights are reserved to change any initial assignment and substitute another staff photographer at any time due to illness.

**3. ILLNESS AND UNEXPECTED EVENTS:** Images by Ema will not be liable to Client under any circumstances if its performance is prevented or impaired due to war, insurrection, strikes, walk-outs, riots, fire, acts of God, including adverse weather conditions and earthquakes, shortages or unavailability of labor or materials, laws or governmental restrictions which conflict with the terms of this Agreement, or any other matter beyond the reasonable control.

In the event of any unanticipated photographer illness, a reasonable effort to substitute another competent professional will be made. If another photographer cannot be assigned in time for the Event, Images by Ema shall promptly return to Client all fees previously paid by Client, and shall then have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through equipment malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Photographer. Client(s) agree that an entire event cannot be replicated, reenacted or repeated for the purpose of a re shoot and limits liability to the amount paid under this contract.

All rights are reserved to decline outdoor photography in the event of inclement weather. Inclement weather includes winds over 20 miles an hour. An alternate nearby location may be offered and would involve an additional fee. Client is responsible for providing an alternate nearby location in the event of inclement weather.

**4. LIQUIDATED DAMAGES:** Client and Images by Ema recognize it is extremely difficult and impractical to ascertain the extent of Client's actual damage in the event of a breach on the part of Images by Ema. In the unlikely event that all or some of the photographs fail to materialize or there is total photographic failure due to reasons beyond Images by Ema control, the liability will be limited to the refund of all money paid. Neither party shall be liable for indirect or consequential losses. In any event, the limit of Images by Ema liability shall not exceed the Package Price.

Therefore, the parties agree that in the event of any breach arising from the negligence or other unintentional conduct of Images by Ema, including, without limitation, any damage to or loss of any photographs, the liability will be limited to the refund of all money paid by Client for Photography Package Price.

**5. NON-GUARANTEE:** Although every possible care will be taken to produce photographs of all important and special events during the wedding, Images by Ema cannot place an unconditional guarantee on the above. Images by Ema will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of Images by Ema control.

**6. NON-REFUNDABLE RESERVATION FEES:** All fees are due at booking with a signed of Agreement. Once the Agreement is signed and the fees are paid, Images by Ema shall reserve the time and date agreed upon for the Event and will not make other reservations that will conflict with the Event. For this reason all reservation fees are NON-REFUNDABLE even if the date is changed or if the wedding becomes cancelled for any reason.

**7. PAYMENT SCHEDULE:**

Should any payment fail to clear the account against which it is drawn (for any reason, including insufficient funds), Client shall pay an additional fee of \$35.00.

No photography will take place and no rights are granted until timely payment is made in full. The fee is non-refundable and non transferable in case of cancellation or date change by client.

**8. CHANGE IN DATE, TIME OR PACKAGE SELECTION:** Client may upgrade Client's package selection at any time until the day of the event. However, under no circumstances shall Client be permitted to change its selection to a lower-priced package. Images by Ema reserves the right to terminate the Agreement. In the event of such termination, Client shall forfeit any previous non-refundable deposits.

**9. COMPLETION OF FINAL PRODUCT:** The entire editing process, from time of scheduling to receipt of the final product is normally 2 to 4 weeks, at which time Client will receive the final product of the Event.

**10. VENUE, ATTORNEY'S FEES AND APPLICABLE LAW:** The validity and interpretation of this Agreement shall be construed in accordance with the laws of the State of California. Any court action to enforce this Agreement, or relating or arising out of this Agreement or the services provided by Images by Ema shall be brought in a court of competent jurisdiction in the County of Marin, State of California. In any action, arbitration or other judicial, quasi-judicial or extra-judicial proceeding related to any dispute arising from this Agreement, each party to this Agreement shall bear their own attorney's fees. In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. Unless otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, successors and assigns. Each party represents that all required authorizations for its execution of this Agreement necessary to make this instrument binding in accordance with its terms against such party have been obtained and are in effect.

**11. PUBLICITY RIGHTS/PROMOTIONAL USE OF IMAGES:** The parties agree that Images by Ema may use images from Client's event for commercial use, including, without limitation, promotional, for exhibition to other potential clients. Unless otherwise specified, it is understood that any and all rights to proofs, final or sample prints, thereof shall remain the property of the Images by Ema and may be used for advertising, display or and other purposes. You may request a private gallery and no promotional use. Please send me an email.

**12. MODIFICATIONS:** This written and signed Agreement constitutes the sole and exclusive agreement between the parties regarding the services and products to be provided by Images by Ema in connection with the Event. It is intended by each party to constitute the final written memorandum of all of their agreements and understandings in this transaction. No covenants, warranties, and/or representations, expressed or implied, and no promises or prior agreements whatsoever have been made, agreed to, or entered into by the parties hereto which are not expressly set forth above. If either party to this Agreement has attempted to make such covenants, warranties, and/or representations, promises or prior agreements, they are each superseded hereby and waived. Any waivers, terminations, amendments or modifications of, or additions to, this Agreement must be in writing signed by the party against which the enforcement of such writing is sought.

**13. SEVERABILITY:** If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

**14. CREATIVE CLAUSE:** It is understood that Images by Ema is the exclusive official photographer retained by the Client to cover this event. Images by Ema is granted full editorial, production and content control by the Client regarding all aspects of the production.

Wedding Photography

List of images often taken:

The Kiss / Almost Kiss

Groom Alone

Bride Alone

Bridal Bouquet & Gown Details

Various Images of Bride & Groom Together

Friends & Family Group Photo

Bride & Family

Groom & Family

**Outdoor Photography:** Wedding photos taken outside may blow your hair. If you are planning an outside wedding, it is best to wear your hair in a style that will keep it out of your face if the wind is blowing. Photography location may be changed due to inclement weather which includes winds over 20 miles an hour. Photographer will select alternate nearby location for photography session. Fees may apply.

**Please Note:** If your wedding gown has a train, please assign someone to adjust it for each photograph taken.

[Sign Contract Here](#) this gives us the information we need to send you a wedding confirmation.