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36 ALLEN ST. APT #4.
BREWER ME, 04412

WWW.NORTHERNOAKMEDIA.COM

CONTRACT FOR WEDDING PHOTOGRAPHY SERVICES

This Contract is made effective upon the date of signature between both parties, Northern Oak Media of 36 Allen Rd. APT 4. Brewer, ME, 04412, and _____ and _____ of _____.

DESCRIPTION OF SERVICES. Beginning on __/__/__, Northern Oak Media will provide ----- the following videography services:

_____ Wedding Photo Package:

(1.) Northern Oak Media will be capturing photos from _____ to _____. (2.) Once capturing is completed, Northern Oak Media will edit all photos for ----- (3.) There is no minimum or maximum limitations to how many Final Products there will be, although there cannot be more Final Products than Raw photos taken on the day of service. (4.) In addition to shooting and editing, a hard drive will be bestowed upon -----, with all RAW photos, editing files, and Final Products included.

PERFORMANCE OF SERVICES. (1.) Northern Oak Media will provide adequate coverage for -----'s event(s), that will be produced through high quality photography. (2.) Northern Oak Media will complete photo editing services to the best of their capability. (3.) Northern Oak Media will have the Final Products presented conveniently to -----, and is obligated to comply with any request for a special digital format, should ----- request it, physical replication excluded.

PRICING. (1.) ----- agree to pay Northern Oak Media, a sum of \$_____ in consideration of the photography services being rendered. In consideration for this fee, Northern Oak Media will be devoting _____ hours to the project. (2.) Northern Oak Media acknowledges a pre-discussed discount of _____% to ----- due to a combination of _____ and _____ discounts. These discounts have been applied where applicable, but are only valid until __/__/__. (3.) Should ----- request Northern Oak Media to produce extra material from the acquired photographs, including after the fact edits, physical copy, or various other replications, this service will be considered an, "after the fact add on," and will require a separate payment transaction.

PRINTING. (1.) In effort to ensure that all photo printing and various other replications are done so with maximum quality in color, resolution, style, and composition, Northern Oak Media is the sole holder of the right to replicate. (2.) ----- understand that all photo printing and replication must go through Northern Oak Media. (3.) All digital Final Product files will contain the Northern Oak Media insignia. (4.) Prints and replications will be free of watermarks and insignias. (4.) If ----- wish to print or replicate on their own, or otherwise want the watermarks removed, a licensing fee of \$100.00 will be charged for this ability. ----- are still welcome to utilize Northern Oak Media's printing services after license is purchased.

DEPOSIT. (1.) ----- must submit a deposit of 1/3 of the full package price, \$_____, in order for the event to be reserved. The deposit will be subtracted from the total payment owed to Northern Oak Media.

PAYMENT. (1.) ----- agree to compensate Northern Oak Media 1/3 of the full package price, \$_____, before or upon the Wedding date. Failure to comply will result in an immediate delay of the



editing process until the aforementioned payment is received. (2.) The remaining balance of 1/3 of the full package price, \$_____, must be received by Northern Oak Media in order for the Final Products to be bestowed upon ----- in either hard copy or digital form. (3.) A watermark will exist on all products until this final payment is received. Only when a final payment is received will this watermark be removed.

REVISIONS. (1.) Northern Oak Media will give ----- one opportunity to request changes to every Product, to which Northern Oak Media must comply to the best of their abilities. (2.) Northern Oak Media will not comply with any revision request that the editor finds morally questionable. (3.) ----- acknowledge that there will not be a second opportunity to request revisions, and it is for this reason that they should be thorough in their analysis and communication in order to ensure that revisions are executed correctly.

COMMUNICATIONS. (1.) In the event that ----- do not respond to Northern Oak Media's attempts to deliver Final Products within 30 days, assuming that -----'s account is paid in full, all Final Products and the Project hard drive will be sent as is and void of watermarks to the address dictated within this Contract. If for any reason ----- still owe money to Northern Oak Media, all Final Products will be withheld until all monies owed to Northern Oak Media are paid in full. (2.) In the event that ----- do not respond to Northern Oak Media's attempts to deliver rough drafts or attempts to acquire feedback from these drafts within 30 days, the Project will be considered concluded, and all Products will be withheld until the final payment is received. Once the final payment has been received by Northern Oak Media, the Products and Project hard drive will be sent as is and void of watermarks to the address dictated within this Contract. (3.) Northern Oak Media will use effective communication methods to contact ----- throughout the entire project. Forms of communication can include, but are not limited to, verbal phone communication, mobile texting, e-mail, and if necessary, social media messaging.

CANCELLATION POLICY. (1.) All deposits are fully refundable within 14 days from the deposit payment date. Between 14-30 days from the deposit payment date, there is not a guarantee of a full deposit refund. Outside of 30 days from the deposit payment date, no money from the original deposit shall be refunded. (2.) Any project/contract cancellation made by ----- with less than 14 days notice prior to the agreed upon service date will result in half payment for the quoted days work of our videographer(s), to be paid by ----- to the order of Northern Oak Media. (3.) Any project/contract cancellation made during the post process will result in ----- compensating Northern Oak Media for the amount of editing hours accumulated at that point in time. (4.) If any cancellation is initiated by Northern Oak Media, all monies previously paid from ----- shall be fully refunded, including the deposit fee, and shall be refunded within 30 days.

TERMS. (1.) Northern Oak Media and ----- acknowledge that this Contract shall commence on the date of signature. (2.) Northern Oak Media will deliver all Final Products to ----- within 150 days from the event date, unless communications, revision requests, or otherwise progress interrupting obstacles are present. If progress is impeded for these reasons, the timeline will shift accordingly. (3.) Should Northern Oak Media, or it's contingencies, not arrive to perform their duties on the day of the Wedding, whether accidental or intentional, all monies previously paid from ----- shall be fully refunded, including the deposit fee, and shall be refunded within 30 days. (4.) Should Northern Oak Media not make any progress on editing procedures within 150 days of the Wedding date, without intention to correct its course and/or finish the project, all monies previously paid from ----- shall be fully refunded, including the deposit fee, and shall be refunded within 30 days. In addition, ----- will also receive a hard-drive with all recorded



media from the event available on it. (5.) Should Northern Oak Media exceed the 150 day timeline to finish the project, but is still making forward progress and holds intention to finish the project, zero monies will be refunded to -----, but, Northern Oak Media will be responsible for supplying ----- with additional Final Products as an apology for its latency. (6.) Should Northern Oak Media fail to record or otherwise lose all media specific to -----'s event, all monies previously paid from ----- shall be fully refunded, including the deposit fee, and shall be refunded within 30 days. In addition, ----- will also receive a hard-drive with all recorded media from the event available on it.

CATERING DURING WEDDING DAY. (1.) In order for filming to progress smoothly during the event, it is essential that the Northern Oak Media crew eat at the same time as the Bridal Party. This means being fed before guests, in order for the team to be back up and filming by the time the Bridal Party is active again.

CREATIVE LICENSE OWNERSHIP. (1.) Any copyrightable works, ideas, discoveries, products, or other information developed in whole, or in part, by Northern Oak Media, in connection with the Services provided to ----- for Wedding Photography, will be exclusive property of Northern Oak Media. (2.) ----- retains the ability to use all Final Products for her own use, unimpeded. (3.) ----- understand that the only Product allowed to be shared publicly in any medium/platform is a Final Product. Any Product with a watermark is not a Final Product, and is therefore not allowed to be publicly shared in any medium/platform. (4.) If a product draft is shared publicly in any medium/platform, Northern Oak Media will ask that it be removed. If ----- do not comply, that Product version will be considered to be the Final Version, and ----- will be required to pay any remaining monies to the order of Northern Oak Media. Once paid, Northern Oak Media will send the Final Products and the Project hard drive as is and void of watermarks to the address dictated within this Contract.

RELATIONSHIP OF PARTIES. It is understood by the parties that Northern Oak Media is an independent contractor with respect to -----, and is not an employee, or extension of -----.

CONFIDENTIALITY. Northern Oak Media, and its employees, agents, contractors, or representatives, will not at any time, or in any manner either directly or indirectly, divulge, disclose, or communicate information that is proprietary to ----- . Northern Oak Media and it's employees, agents, contractors, and representatives will protect such information, and treat it as strictly confidential. This provision will continue to be effective undisputedly after services are concluded.

COURTESY. The media recording schedule and selected methodology are designed to accomplish the goals and wishes of ----- . ----- and Northern Oak Media agree that positive cooperation, effective communication, and punctuality are therefore essential.

MARKETING. Northern Oak Media retains the right to use Final Products for marketing their services, company, and brand. The confidentiality agreement between Northern Oak Media and ----- will not be altered.

WARRANTY. Northern Oak Media shall provide its services and meet its obligations under this Contract in a timely and appropriate manner, using knowledge and resources for performing the services which meet generally acceptable standards in Northern Oak Media's community, and will provide a standard of care equal to, or superior to, care used by service providers similar to itself.



DEFAULT. The occurrence of any of the following shall constitute a material default under this contract:

- a. The failure to make a required payment when due.
- b. The failure to make available or deliver the Services in the time and manner provided for in this contract.
- c. The insolvency or bankruptcy of either party.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation, the failure to make a monetary payment when due) the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, theft, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or contractors, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgement may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.



ENTIRE AGREEMENT. This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract, whether oral or written, concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between parties.

INVALIDATION. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be extended, renewed, modified, or amended in writing, if the writing is signed into legitimacy by both parties.

GOVERNING LAW. This Contract shall be governed by the laws of the State of Maine.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

SIGNATORIES. This Agreement shall be signed by -----, and on the behalf of Northern Oak Media by it's owner Ethan Levesque, and shall be effective as of the date written in print below.

Client 1

Name (*Print*) _____ Name (*Sign*) _____

Contract Sign Date (*MM,DD,YYYY*) _____

Client 1

Name (*Print*) _____ Name (*Sign*) _____

Contract Sign Date (*MM,DD,YYYY*) _____

Company:

Name (*Print*) _____ Name (*Sign*) _____

Position at Northern Oak Media _____