



Levy-Moolani Wedding :: Contract and Addendums

Contract: General Contract

THIS AGREEMENT, MADE ON Tuesday, August 07, 2012, CONSTITUTES AN ORDER FOR ROY LLERA PHOTOGRAPHERS SERVICES AS DESCRIBED BELOW AND IS SUBJECT TO THE TERMS AND CONDITIONS BELOW. ENTERING YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF THE TERMS OF AGREEMENT BETWEEN ROY LLERA PHOTOGRAPHERS AND THE CLIENT(S) LISTED BELOW.

Client Name: Karim Moolani

Phone: Cell: 917.297.8722

Email: Home: karim.moolani@gmail.com

Address: Home: 912 N. Croft Ave., Apt 101 West Hollywood, California 90071 United States

Bride Information:

Name - Dana Levy

Addresses - Home: 912 N. Croft Ave. Apt 101 West Hollywood, California 90071 United States

Phone Numbers - Cell: 202.276.2191

Email Addresses - Home: danamlevy@gmail.com

Groom Information:

Name - Karim Moolani

Addresses - Home: 912 N. Croft Ave., Apt 101 West Hollywood, California 90071 United States

Phone Numbers - Cell: 917.297.8722

Email Addresses - Home: karim.moolani@gmail.com

Photographers Assigned:

Roy Llera

1 Additional Photographers

Type of Event: Wedding

Date(s) of Event: Saturday, July 20, 2013 - Saturday, July 20, 2013

Package Description and Contents:

Additional details of package:

The Engagement Session includes up to 100 proofs in addition to the 950 detailed below.

The Engagement Session includes a Slide Show and Online Gallery as well.

Roy's assistant will attend the wedding to keep things running smoothly.

A set of "print quality" digital files will be delivered to you when you place the order for your album.

The following is a list of the package contents:

(1) Photo-Engagement Session: A two to three hour photography session for the bride and groom

(2) Photo-Rehearsal Dinner: The Number of Included hours of Rehearsal Dinner Coverage.

(9) Photo-Principal Photographer: The Number of Included Hours of Event Day Coverage by the Principal Photographer

(6) Photo-Second Photographer: The Number of Included Hours of Event Day Coverage by the Second Photographer

(950) Print-Good:4x6 Proofs: Up to This Number of 4x6 Proofs is Included for All Event Related Photography

(1) Digi-Online:Viewing Gallery: An Online Gallery of all Event Related Images Posted for no less than 60 Days

(1) Digi-Slideshow:DVD & Smart Phone: A Copy of Your Slide Show Presented on Both DVD and in a Smart Phone File

(2) Print-PKG:Custom:08x10: A Custom Crafted 8x10 Photograph

(1) Digi-Digital Files:DVD: A Complete Set of Digital Files from all Event Related Photography

Total Package Price: \$5,000.00

Payment Schedule:

Aug 7, 2012: \$1,650.00

Feb 1, 2013: \$1,650.00

Jul 6, 2013: \$1,700.00

1. The terms of agreement ("Agreement") between Roy Llera Photography, Inc. d/b/a Roy Llera Photographers ("Roy Llera Photographers") and the client(s) (individually or collectively, "Client") for the scheduled event(s) (individually or collectively, "Event") identified on this Agreement consists of this document, as well as any written or electronic addendum change orders signed or accepted by the Client.
2. The Total Package Price is delineated in the section above (Total Package Price) of this Agreement and is due and payable as stated thereon. All deposits and other payments received by Roy Llera Photographers are non-refundable. Upon execution of this Agreement by the Client and payment of the initial deposit, Roy Llera Photographers shall reserve the date and time of the Event. Under no circumstances shall the Client be entitled to any refund once the Client has taken possession of images from Roy Llera Photographers.
3. In the event of a cancellation by the Client within 60 days of the Event or in the event the balance of the Total Package Price is not paid within the time required in this Agreement, all amounts paid are forfeited to Roy Llera Photographers and the balance of the Total Package Price is immediately due and payable. If the Client attempts to reschedule an already reserved date and time for an Event, Roy Llera Photographers will make reasonable efforts to work with the Client to reschedule the Event without forfeiting the Client's deposit. Any rescheduled event, that is more than 90 days from the original Event date, is subject to price changes at the sole discretion of Roy Llera Photographers. All requests, notice, including all notifications of cancellation or attempts to reschedule an event to Roy Llera Photographers to reschedule must be in writing and faxed or emailed to 305-754-3489 or roy@royllera.com.
4. All Prices are based on Roy Llera Photographers Standard Price List, subject to change by Roy Llera Photographers at anytime. By signing this Agreement, the Client affirms that the Client has received a copy of Roy Llera Photographers Standard Price List that was effective on the date of this Agreement. This price list is adjusted periodically; however the prices on the list will be honored for a period of up to 90 days after the date of the Event. Future orders shall be charged at the prices in effect at the time the order is placed. All orders and other amounts due to Roy Llera Photographers must be paid-in-full prior to the release of any images to Client.
5. The Total Fee does not include overtime charges, which are charged at a rate of \$550.00 per hour. The Client is fully responsible for all overtime charges, which must be paid prior to Client's review of image previews.
6. Roy Llera Photographers owns all rights, including all copyrights, trademarks, moral rights, intellectual property rights, and all other rights that might exist for all images taken by Roy Llera Photographers or its designee(s), including the exclusive rights to alter, produce and reproduce all said images. Roy Llera Photographers shall have the exclusive right to publish all images for all purposes, whether for the Client or for Roy Llera Photographers' portfolios, as samples, self-promotion, entry in art exhibitions and contests, editorial use and public or private viewing at any location. Roy Llera Photographers reserves the right to use its name, logo, any other labeling on all proofs as well as any packaging, as well as any marks designed to protect its rights to all images and prevent unauthorized copies. If a set of digital files is included in the above listed (Package Details), Roy Llera Photographers will grant the right to reproduce images to the Client for the express use of personal enjoyment. It is understood by the Client that any provided digital files are not color corrected or retouched and that the Client is responsible for color correcting and retouching in order to achieve the best results in reproduction. This in no way releases the copyright from Roy Llera Photographers.
7. No other professional photographer may take any images at the Event without the written consent of Roy Llera Photographers. Any breach of this provision shall entitle Roy Llera Photographers to abandon the Event and Client shall be nevertheless liable for the Total Package Price. It is understood that unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken, increase the number of time photos must be re-taken, and/or completely eliminate the possibility to capture the moment. Roy Llera Photographers is not liable for any missed photographic opportunities due to key individuals' failure to be present or to cooperate during photography sessions, or due to details not revealed to the photographer.
8. If Roy Llera Photographers fails to perform any obligation under the Agreement, the Client's exclusive remedy is a refund of any amounts paid by Client to Roy Llera Photographers for the particular failure of performance. This limitation on liability shall also apply in the event that any images are lost through camera malfunction, loss, or damage regardless of fault. In no event shall Roy Llera Photographers or any of its officers, director, employees, agents, contractors, or representatives ever be liable for any compensatory, indirect, consequential, incidental, special, punitive or exemplary damages, whether in contract, tort or any other legal or equitable theory regardless of whether Roy Llera Photographers knew or should have known of the possibility of such damages. The sole and exclusive remedy available to the Client is a partial or full refund, as applicable.
9. Roy Llera Photographers shall have the right to designate the person(s) working at the Event, including the photographer(s) and change said designation in its sole discretion. In the unlikely event that the designated Roy Llera Photographer is injured or becomes too ill to photograph the Event, Roy Llera Photographers will make every effort to secure a replacement photographer.
10. The Client shall provide for a simple meal (e.g. sandwich or other vendor meal) for each of the persons working the Event on behalf of Roy Llera Photographers.
11. Roy Llera Photographers is limited by the guidelines and policies of the ceremony official and event site management. The Client agrees to accept the technical results of the imposition of these house rules on the Roy Llera Photographer. Negotiation with the officials or management for moderation of guidelines/policies is the sole responsibility of the Client; the Roy Llera Photographer will offer technical recommendations only.
12. This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the State of Florida. All disputes shall be resolved in a court of competent jurisdiction on Miami-Dade County, Florida. **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY ON ALL MATTERS SO TRIAL-ABLE.** There shall be no presumption employed against either party in the construction of any term herein as a result of who may have drafted it. The failure to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect. Facsimiles, emailed copies, and originals, signed in counterparts shall constitute a valid original Agreement for all purposes of enforcing the terms hereof. Electronic signatures shall constitute a valid original handwritten signature of the party so utilizing said electronic signature. Capitalized terms in this Agreement shall be understood as defined or referenced in this Agreement, or if not so defined or referenced then as they are commonly understood.
13. If more than one client is identified as the Client in this Agreement, all said persons shall be jointly and severally liable for all obligations under this Agreement. All reference in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well. No determination that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision thereof or. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

This contract was signed on Aug 7, 2012 by Karim Alnasir Moolani at 3:49 PM.

This contract was signed on Aug 7, 2012 by Roy Llera at 4:52 PM.

