

1. contractual partner & subject matter of the contract

This agreement contains the entire understanding between Farina Deutschmann and the particular bridal couple / client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing and agreed by all parties.

Farina Deutschmann, Mollstraße 35, 10405 Berlin, Germany
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tax number: 31 / 259 / 00192 (Germany, Prenzlauer Berg)
(below named as „photographer“)

The bridal couple assigns Farina Deutschmann to photograph their wedding day. The price has been agreed in the preceding offer and confirmed in the booking form.

2. conclusion of contract, payment and reservation

The booking of Farina Deutschmann is binding once the booking form has been completed by the bridal couple. After receiving a confirmation from Farina Deutschmann, a deposit of 900,- € is due to reserve the date and must be paid within 5 business days. By doing so the client declares that all infos in the booking confirmation are correct and that the contract is fixed. The booking confirmation and the received deposit confirm the commission on both sides.

The entire balance is due 10 days after the wedding day. No images or products from the wedding day will be delivered or released until Farina Deutschmann received full payment.

Farina Deutschmann will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the deposit is nonrefundable if date is changed or wedding cancelled for any reason.

3. travel expenses, accommodation and catering

Travel expenses and accommodation are not included and will be charged separately. Food and beverages for the photographer and associates should be provided within the time of booking. Especially during a full day coverage it should be ensured that there are pauses including a hot meal for the photographer and associates. The meal shall be timed with the guests' main course so that no photo opportunities are missed while the photographer is eating.

4. photo delivery

Photo selection and editing will be made by Farina Deutschmann or associates only. The client receives all final digital files (as jpg) in portfolio quality for print and as web version. All files will be provided as a download in an online gallery, which will be available for 1,5 years. Digital processing of images can take up to 6 weeks after the wedding. It is the client's responsibility to download all files and make a backup copy before the gallery expires. Farina Deutschmann is not in charge of permanent storage of the images.

The clients acknowledges that they are familiar with Farina Deutschmann's portfolio and are requesting services with knowledge of the photographer's style and that her work is constantly evolving. Farina Deutschmann's services are of unique and artistic nature and in creating the photos, the photographer shall use her personal artistic judgement to create images consistent with her personal vision of the event. Accordingly, the client acknowledges that the photos shall not be subject to rejection on the basis of taste, esthetic criteria or photo locations. Additional requests for modification by the client will be contracted and charged separately.

It can not be guaranteed that all guests will be photographed, even though the photographer will be aimed to do so if requested.

5. right of us / copyright

5.1 right of use for the photographer

All photographs produced by Farina Deutschmann and associates are protected by international copyright laws (all rights reserved) and constitute the copyrighted work of the photographer. The work at all times shall remain the property of the photographer. Photos can be used for the photographers own advertisement, portfolio and publications, such as website, blogs, social media, magazines, business documents, flyer, trade shows or exhibitions. In case of a publication only first names of the bridal couple will be mentioned. The client hereby grants to Farina Deutschmann and their legal representatives and assigns their irrevocable and unrestricted approval for right of use as described above. If the client refuses to assign approval the photographer must be informed in writing and with her consent. Farina Deutschmann acts on the assumption that all guest are informed by the bridal couple about the use of images, as it would be quite disturbing to obtain approval of all guest on the wedding day itself.

5.2 right of use for the bridal couple

Any portion of the work delivered by Farina Deutschmann is for client's personal use only. Any further editing or alteration of photos such as changing to black and white, applying filters or additional color treatment by the client is prohibited. Client may not sell or reproduce, nor authorize the sale or reproduction of any portion of the work without the photographer's written

consent. This also includes the participation in any kind of contest. Client receives a limited print release which enables reprints and sharing on social media for personal use only. Client must credit photographer as „photo: Mister & Misses Do, www.misterandmissesdo.com“ or link to the particular profile:

facebook.com/misterandmissesdo (Mister & Misses Do)
instagram.com/misterandmissesdo (Mister & Misses Do)
pinterest.com/mistermissesdo (Mister & Misses Do)

6. reservation of proprietary rights

All delivered and non-delivered images or products (such as online gallery, wedding album, etc.) from the wedding day belong to Farina Deutschmann completely until full payment has been received.

7. warranty / limit of liability

Claims for damages against Farina Deutschmann are excluded when no culpable injury to life, health or body has been caused, unless the damages are attributable to willful intent or gross negligence on the part of Farina Deutschmann, its legal representatives or its associates. Damages that are attributable to willful intent or gross negligence on the part of Farina Deutschmann the liability is limited to the return of all payments received for the affected services.

Farina Deutschmann takes the utmost care with respect to transportation and processing the photographs including using professional grade equipment and back up equipment. Farina Deutschmann is not liable for the unlikely event that the photographs have been lost, stolen, or destroyed for reasons within or beyond photographer's control.

Farina Deutschmann is also authorized to render services by employees, trainees or third-party services and share images with photo editors, photo labs, printing shops or album producers in order to execute the services that are part of this contract.

Complaints of any kind must be made in writing within 7 days after delivery of the photos or other products. After this time period the photos are considered to be approved by the client. Photos which may have lead to disappointed expectations due to differing taste or esthetic criteria that are technically correct, can not be considered as deficiency and therefore shall not be subject to rejection.

The organization, placement and execution of bookings are handled with great care. In the unlikely event of illness, severe medical, natural, or other forms of an emergency, it could be necessary to retain a different photographer, if Farina Deutschmann can not be present. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the photography package. If requested Farina Deutschmann will make every effort to find a replacement photographer within a similar budget, quality and style, who will provide his/her service independently. In case of a cancelation on the part of Farina Deutschmann the deposit will be refunded.

If the client decides to withdraw from this contract, a cancelation fee of 75% of the original price must be payed to Farina Deutschmann. Legal rights of rescission remain unaffected. As stated above, the deposit will not be refunded in case of cancellation or non-compliance on the part of the client.

8. place of performance and jurisdiction

Place of performance and jurisdiction for all obligations under this contract shall be Berlin, Germany. All legal ties between the parties apply to german law. This also applies to activities or publications abroad.

9. final clause

The bridal couple agrees to the terms and conditions as outlined above. By filling out the booking form online this contract must be binding. Any amendments to the contract must be declared in writing. This agreement will also be valid for any future business matters between both contractual partners, as long as no new written agreements were made.

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.

This contract also includes the **booking form** and **confirmation of reservation** by Farina Deutschmann.