



This contract shall serve as an ORDER of photographic services by Shannon McMahon/NCO. At the time of signing of this contract by the Photographer and the Bride & Groom, the date and time of the Wedding will be reserved and Shannon McMahon/NCO will make no others reservations for that date and time. NCO will not hold any wedding date without a deposit and signed contract.

This contract will be voided if altered without consent.

1. All Photographs, including digital negatives and prints, taken by Shannon McMahon/NCO will remain the property of Shannon McMahon/NCO and all Photographs are protected by U.S. Copyright Laws and can not be reproduced in any manner without written consent of Shannon McMahon/NCO.
 - a. IF a Digital Negative CD is provided to the Bride & Groom that gives client unlimited printing rights for the purpose of reproduction for personal use.
 - b. Images may also be used on personal websites as long as a credit appears near the image(s) stating they were taken by Shannon McMahon/NCO along with a web link to www.nikicham.com on the website.
 - c. The Bride & Groom, friends, family members, etc. may not publish, sell or enter photographs in contests without written permission from Shannon McMahon/NCO.
2. Any Photographs taken by Shannon McMahon/NCO may be considered for use in promotional material such as on-line web site, portfolio or brochures.
3. No Photographs of your wedding shall be sold to anyone except the contracting party, With the exception of those clients participating in our online hosting option, which allows friends and family members access to view and/or purchase photographs from your event.
4. It is understood that Shannon McMahon/NCO will act as the sole and exclusive wedding photographer. No other Photographers will be permitted to photograph during the time that Shannon McMahon/NCO is photographing. Foreign Flashes, including those from personal/guest cameras may ruin the photo(s) taken by Shannon McMahon/NCO by overexposing the photographs. It will be the responsibility of the wedding party to ensure that all the guests and family members adhere to this policy. Shannon McMahon/NCO accepts no responsibility if Foreign Flashes ruin the photographs taken by Shannon McMahon/NCO.
5. Requested Photographs will be given every effort to be taken. However, due to the fast paced nature of the wedding Shannon McMahon/NCO will not promise any particular shot(s). When possible, all photographs requested by the contracting party will be taken. NCO recommends the client assign a friend or family member that is not in the wedding party to point out important individuals to the photographer during the wedding day that the bride and groom wish to have photographs. NCO will not be held responsible for not photographing desired people if there is no one to assist in identifying or gathering people for photographs.
6. It will be the responsibility of the contracting party to gain the permission for requested photography. Shannon McMahon/NCO will NOT assume responsibility for limitation and restriction set forth by the venue or the officials of the ceremony that prevent the taking of desired photographs.
7. Due to the limitation of some wedding venues FLASH photography may not be permitted. It is advisable that the Client inform guests that FLASH photography is not permitted by the venue and/or the Professional Photographer.
8. Every effort shall be made to protect the Digital Files and Images of your wedding or event. In the event of damage, including loss or complete destruction, Shannon McMahon/NCO limits responsibility to the refunding of all retainers and deposits.
9. Upon signing this contract, a non-refundable retainer of 50% of total cost is required to reserve your wedding date. The remaining balance will be due prior to your wedding day. Failure to remit the final payment as scheduled will result in cancellation of this contract and forfeiture of retainer fees. NCO will no longer be required to attend said event.

10. You will be notified via e-mail when your proofs are ready to view online. This will be approximately 3-5 days from the date of your wedding.

11. All parties, including Bride & Groom & Shannon McMahon MUST sign this contract. The original signed contract will be kept in your file at NCO and you will receive a signed copy for your records.

12. Failure to follow any of the items listed in this contract shall serve as a reason for Photographer to cancel the request for photographic services and will cause forfeiture of retainer fees.

13. There shall be NO refund of deposit after 48 hours of signing this contract due to the reservation of the photography date. If the event is cancelled within three months of the event date, the client shall pay the balance of the contract. Once a balance is paid, it is NON-REFUNDABLE. Any other arrangements shall be discussed between the client and NCO. All arrangements will be put in writing.

14. DVD Slideshow: The images used in the montage slideshow will be selected by NCO. Images used may include artistic enhancements, such as black & white, sepia tone, touch-ups and cropping. The client may select the music if they choose. If the client has not made their music selections prior to the wedding date, NCO may choose to select appropriate music to be used in the montage.

15. If Photographer cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of God, nature or terror, or other cause beyond the control of the parties or due to Photographers illness or injury, then Photographer will return all fees to the Client(s) but shall have no further liability with respect to this Agreement. Client(s) agree that an entire wedding cannot be replicated, reenacted or repeated for the purpose of a reshoot and limits Photographer's liability to the amount paid under this contract.

This contract is entered into and agreed upon by the signing parties below on this 31st day of August, 2009

Bride's Printed Name: Cynthia Haynes
Phone:
Cell Phone:
E-Mail:
Signature

Groom's Printed Name : Ryan Eshleman
Phone:
Cell Phone:
E-Mail:
Signature

Photographer's Printed Name: Shannon McMahon
Signature

Wedding Photography Information:

Time: 12pm-5pm (5 HOURS)

Date of Wedding: December 19, 2009

Ceremony Information: East Brandywine Baptist
Church
Location: 999 Horseshoe Pike, Downingtown
PAPhone: (610) 269-8651

Reception Information: Springton Manor
Location: 860 Springton Road, Glenmoore, PA
19343
Phone: 610-269-1000

Wedding Day Coverage:

Extras:

Total: \$

Deposit: \$

Notes (Anything you need the photographer to know):

I'll provide an online hosting of your photographs at no extra charge. This feature will allow your family and friends to view and/or purchase photographs of your wedding day.

Shannon McMahon
WWW.NIKICHAM.COM
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484-354-6362