

Prodigy Media Group Worldwide

A PRODIGY MUSIC GROUP WORLDWIDE, LLC COMPANY

WEDDING PHOTOGRAPHY/ VIDEOGRAPHY CONTRACT

Wedding Date: September 20, 2025 **Time:** 12:00 p.m

Wedding Location: LaPlace Events 1850 Buchholzer Blvd, Akron, OH 44310

Bride's Name: Elisha Clark

Phone: 216.563.2587 Fax: _____

Address: 15316 Longvale Ave, Maple Heights, Ohio 44137

email: beautifulmze@gmail.com

Groom's Name: Andre Livingston

Phone: 216-225-9946 Fax: _____

Address: 15316 Longvale Ave, Maple Heights, Ohio 44137

email: andreivingston30@yahoo.com

Time Photography Session Starts: 12:00 P.M. **Ends:** 10:00 P.M.

Amount of Guests: 200

Other Photography Sessions agreed on: _____

Wedding Official and Contact Number: Stanya Greathouse 614.902.5895

Wedding Reception Location: LaPlace Events 1850 Buchholzer Blvd, Akron, OH 44310

Wedding Reception Manager and Contact Number: Natalie Parks 330.338.7485

Bride's Dress-up Location: LaPlace Events 1850 Buchholzer Blvd, Akron, OH 44310, & Sheraton Hotel Cuyahoga Falls.

Wedding theme (please specify colour scheme/traditional/formal/informal/casual/etc):

Formal Wedding. #AllAboutTheLivingstons. Colors: Emerald Green, Burnt Orange, Cream & Gold. Money & Magazine theme.

Wedding Attire (describe bride, groom and wedding party attire):

Bridal side: Bride: Crystal and Champagne. Maid and Matron of Honor is Emerald Green Dress, Bridesmaid Burnt Orange

Groom Side: Groom Emerald Green Tuxedo. Two Best Men Cream Tuxedo Emerald Green vest. Groomsmen

Cream Tuxedo and Burnt Orange Vest. Parents in Cream and gold attire.

Service Payment

Service fee agreed on is \$3500 dollars. A non-refundable retainer deposit of \$250 is due February 6th 2024 to secure the wedding date of September 20th, 2025. The remainder balance of \$3250 is to be paid in 3 payments. 1st payment of \$1,083 due August 6th, 2024. The 2nd payment of \$1,083 due February 6th, 2025. The final payment of \$1,084 is due September 7th, 2025.

*If the payments are not made, this contract will be breached resulting in termination of the contract. PMGW, llc is not obligated to return any payments received if client breaches the contract.

*Payment invoices will be sent the week the payments are due. When payment is made, PMGW, llc will send a receipt with the payment amount and remaining balance. If payments are not made on time, PMGW, llc reserves the right to cancel services for breach of contract. A refund will not be made unless approved by PMGW, llc owner.

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

Photography and Videography Combined Services Sale:\$3500

Details:

Up to 10 hours of service coverage.

2 photographers, 1 videographer.

Photography: Includes ceremony & reception highlights, wedding party group photos, bride & groom photos.

Videography: Includes non-linear ceremony & reception highlights.

11x14 premium lay-flat photo book of select edited pictures (60 pages).

All edited pictures and video on a USB drive.

Video trailer book (add-on).

1. **ENTIRE AGREEMENT:** This agreement contains the entire understanding between Prodigy Media Group, llc" also know as "Prodigy Music Group Worldwide, llc" and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

2. **RESERVATION:** Upon your signature, "Prodigy Media Group Worldwide, llc" will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of \$250 is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation/Retainer Deposit is to be paid at time of signing the contract. The Reservation/Retainer Deposit is applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due at the last scheduled payment date. The CLIENT must make payments according to the payment schedule.

3. **WEDDING Sample CD/DVD:** There will be no sample CD OR DVD given to the client.

4. **CANCELLATION:** In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the deposit will be forfeited. "Prodigy Media Group Worldwide, llc" agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT.

5. **PRE-EVENT CONSULTATION:** The parties agree to a pre-event consultation before the wedding date in order to finalise the actual shooting times and locations. This will be setup with wedding Coordinators.

6. **EVENT GUIDE:** THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

7. **90 MINUTE WINDOW:** The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 60 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 90 minute window from occurring, "Prodigy Media Group Worldwide, llc" shall not be held liable for failure to take desired photographs.

8. **COOPERATION:** The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. "Prodigy Media Group Worldwide, llc" is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to "Prodigy Media Group Worldwide, llc". "Prodigy Media Group Worldwide, llc" recommends that THE CLIENT designate an "event guide" (see PRE-EVENT CONSULTATION above) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

9. **SHOOTING TIME / ADDITIONS:** The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and "Prodigy Media Group Worldwide, llc" agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, "Prodigy Media Group Worldwide, llc" will not be held liable for any photographs not taken.

10. **HOUSE RULES:** The photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; "Prodigy Media Group Worldwide, llc" will offer technical recommendations only.

11. **DIGITAL NEGATIVES, PRINTS and COPYRIGHTS:** The photographs, digital negatives or prints produced by "Prodigy Media Group Worldwide, llc" are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without "Prodigy Media Group Worldwide, llc"'s explicit written permission. Upon final payment by THE CLIENT, limited copyright ownership of the resulting images will be transferred to THE CLIENT under the following conditions:

- The negatives and/or slides are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.

- THE CLIENT must obtain written permission from, and compensate "Prodigy Media Group Worldwide, llc" prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

- **MODEL RELEASE:** THE CLIENT hereby assigns and grants "Prodigy Media Group Worldwide, llc" and its legal representatives the irrevocable and unrestricted right to use and publish photographs of THE CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases "Prodigy Media Group Worldwide, llc" and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that "Prodigy Media Group Worldwide, llc" may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by "Prodigy Media Group Worldwide, llc".

- **EXCLUSIVITY / GUEST PHOTOGRAPHY:** It is understood that "Prodigy Media Group Worldwide" will act as the sole and exclusive wedding photographer/Videographer. Because of the fact that flashes from guest's cameras may effect shots taken by "Prodigy Media Group Worldwide", "PMGW" has stated to THE CLIENT that guest photography is not permitted, however THE CLIENT has requested that guest photography be permitted at any time while the professional photographer/videographer services are in session. "PMGW" will allow guests to take photos however, the client has been made aware that guest photography can interfere with and/or cause distortion and other damage to our photos. PMGW will not be responsible for any footage not taken or damaged if a guest interferes with our services during the event. The formal photography/videography time is for the exclusive use of "PMGW" to capture the formal wedding portraits/videography. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography must not interfere with our services being provided. "PMGW" will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar during the time "PMGW" equipment is being packed up. In return for this consideration. No other guest/photographer/videographer using professional equipment will be allowed by "PMGW" at any time during the wedding. "PMGW" reserves the right to stop any services paid for and leave the function should any other person take photographs with any professional equipment – with the deposit being forfeit.

- **EXCLUSIVITY / GUEST PHOTOGRAPHY:** It is understood that "Prodigy Media Group Worldwide, LLC" will act as the sole and exclusive wedding photographer/ Videographer. Because of the fact that flashes from guest's cameras may ruin shots taken by "Prodigy Media Group Worldwide, LLC", THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographer are in session. "Prodigy Media Group Worldwide, LLC" suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of "Prodigy Media Group Worldwide, LLC" to capture the formal wedding portraits. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography cannot be permitted. "Prodigy Media Group Worldwide, LLC" will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar during the time "Prodigy Media Group Worldwide, LLC" equipment is being packed up. In return for this consideration "Prodigy Media Group Worldwide, LLC" insists no other guest photography take place when or where "Prodigy Media Group Worldwide, LLC" is working. No other guest/photographer using professional equipment will be allowed by "Prodigy Media Group Worldwide, LLC" at any time during the wedding. "Prodigy Media Group Worldwide, LLC" reserves the right to stop any photographic services paid for and leave the function should any other person take photographs with any professional equipment - with the deposit being forfeit.

- **GUEST COOPERATION:** THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

"Prodigy Media Group Worldwide, LLC" will not tolerate verbally or physically abusive behaviour, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

15. **COMPLETION SCHEDULE:** The printing process can only start once "Prodigy Media Group Worldwide, LLC" receives the order list for the required images. Digital processing takes approximately 3-4 weeks. Creation of a wedding album takes 6-10 weeks (if applicable), enlarge ments (if applicable) 3-4 weeks or possibly longer when laboratory and bindery schedules are heavy.

16. **PAYMENTS:** THE CLIENT agrees that a \$250 deposit is required at the time of contract acceptance and 100% of the remaining balance is due 2 weeks before the wedding date. The deposit, if received before the contract signing only secures services for the date of the event. The client will receive a receipt for the deposit paid. If the client changes the date of the event, cancels the event, does not make payment by the payment schedule dates or does not sign the contract within 10 business day of paying the security deposit, the deposit will be forfeited and not refundable to the client.

17. **FINAL DELIVERY:** "Prodigy Media Group Worldwide, LLC" will deliver the prints and any additional material once printing is completed (If applicable). "Prodigy Media Group Worldwide, LLC" will also deliver a USB drive with the high resolution negatives of all selected printed images. In addition to this, "Prodigy Media Group Worldwide, LLC" will include on the same USB drive digital negatives of all photographs not selected for printing or editing. High resolution prints of these images can be ordered from "Prodigy Media Group Worldwide, LLC" at an additional cost. High Resolution negatives of any additional images ordered will also be provided (If applicable).

18. **METHOD OF REMUNERATION:** Payment may be made in cash or credit.

19. **PURCHASE OF DIGITAL NEGATIVES:** If THE CLIENT desires a copy of the additional digital negatives (images not selected for the paid package) in high resolution, these images may be purchased at a specified cost and will be supplied on a USB drive. A low resolution digital negative CD will be given FREE with purchase of a Basic, Standard, Deluxe or Higher Packages.

20. **PENALTY FEES & CHARGES:** There is no penalty fees or charges for holding of clients pictures on PMGW's computer hard drives. All payments are agreed to be made according to the payment schedule dates which will be made before the date of the event.

21. **RIGHT OF WITHDRAWAL:** "Prodigy Media Group Worldwide, LLC"'s discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should "Prodigy Media Group Worldwide, LLC" initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, \$100.00 an hour is charged for all photography services already provided and \$50.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

22. **LIMIT OF LIABILITY:** In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. "Prodigy Media Group Worldwide, LLC" will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package.

"Prodigy Media Group Worldwide, LLC" takes the utmost care with respect to exposure, transportation and processing of photographs & videos; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond "Prodigy Media Group Worldwide, LLC" control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

23. **NON-GUARANTEE:** Although every possible care will be taken to produce photographs of all important and special events during the wedding, "Prodigy Media Group Worldwide, LLC" cannot place an unconditional guarantee on the above.



24. PERFORMANCE: The performance of this contract on behalf of "Prodigy Media Group Worldwide llc" shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

25. 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.

26. AMENDMENTS: This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and "Prodigy Media Group Worldwide, llc" at the time of acceptance of this contract shall be recognised as amendments to this contract.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed Elisha Clark *Elisha Clark* (CLIENT RESPONSIBLE FOR PAYMENT)

Signed _____ (Witness)

Signed *Derrick Lawson* PRODIGY MEDIA GROUP WORLDWIDE, LLC

Date 2/11/2024