



Ben DeVries  
402.305.9612  
ben@bendevries.com  
www.bendevries.com

## Terms and Conditions

Updated January 21, 2012

Please read, sign and date on page 3 and return to Ben DeVries Photography.  
A witness will also be required at the time of signing.

**Ben DeVries Photography reserves the right to change these terms and conditions at any time.  
All signed contracts and booked events will be subject to the most current terms and conditions.**

### 1. Pricing and Time

All prices and packages listed for Ben DeVries Photography are subject to change. Notice will be given on the website, Facebook and/or newsletter when a price or package change will or has taken effect. Quoted prices are subject to change unless a deposit has been paid for the event/photo shoot, whereas the quoted price shall remain the same until the party chooses to change packages or options. Time purchased for an event/photo shoot may not be split in any way with the exception of the "Unlimited" package. Package choices are final one month prior to the current booked date of the wedding but may be changed without penalty one month or more prior to the date. Changes under one month are subject to a \$50 change fee that will be included with the final balance due. No changes are permitted within one week of the wedding date. A \$150 charge will be incurred per hour if more time is used or needed once the original purchased time has been used. Payment for additional time is due immediately or the images from the event/photo shoot will not be released. Any additional work requested on photos will be billed at \$75 per hour.

### 2. Specials and Additional Options

All specials and additional options listed on the site are add-ons to packages or purchased time and are subject to change and/or availability. Should a special or option become unavailable, notice will be given on the site as well as written or verbal contact with the client that purchased the special or option. No payment for the special or option shall be due if the special or option purchased becomes unavailable prior to the event. No refunds shall be given for any specials or options after use on the scheduled date of the event or after product is purchased and received. Payment for engagement portrait specials with wedding packages will be due on the day of use, separate from the final balance due and can not be added to the final balance due. Purchased or awarded gift certificates cannot be used towards deposits.

### 3. Payment

Payment in full is due by the date of the event/photo shoot. Should payment not be made by the date of the event/photo shoot, all images taken will not be delivered until payment in full is received. Payment for portrait photography will be due in full on the day of the scheduled shoot. In the case of corporate organizations needing an invoice to process payment, please notify Ben DeVries Photography prior to the event/photo shoot so that an invoice may be sent ahead of time. Payment must be received within two weeks of the event/photo shoot. Payments may be made via cash, check or by Paypal on the website. Checks must clear the bank before the photos will be delivered.

### 4. PhotoCD Warranty

CD's and DVD's provided from all events/photo shoots are guaranteed for two years from the time of the event/photo shoot. During such time, any damage incurred to the product, which would render it unreadable, is eligible for replacement at no charge. Return the original CD/DVD and a new copy will be issued. Original copy must be returned to receive a new copy at no charge. Upon receiving the new copy, the new CD/DVD is only guaranteed from the original date of the wedding or event. Only one USB may be purchased at \$30 with a booked wedding package or event. USB's purchased are not included in the warranty. Additional CD's/DVD's and/or USB's may be purchased for \$150 of the edit only and \$300 for all the original images. No USB's provided by outside parties will be accepted for images.

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## **5. Images**

All images provided on, including but not limited to the website, CD's, DVD's or other provided media are the property of Ben DeVries Photography and may not be sold to third parties without permission and compensation. Reproduction of such images shall be for personal or agreed upon use only. Images taken by Ben DeVries Photography may be used for current or future advertising purposes.

## **6. Deposit and Cancellations**

A \$100 deposit is required to hold the date of a wedding. The deposit is not refundable, but may be transferred to hold a different date without any penalty. All deposits placed to hold the date of a wedding are on a "first come/first served" basis and any deposits placed to hold a date that is already taken by another party will be refunded. The deposit is applied to the final balance due for the event.

The remaining balance for a booked wedding or event with a deposit will be due in full immediately should the wedding/event be canceled for any reason 90 days or less to the current date booked. If a booked wedding or event is transferred to a new date 90 days or less from the original date booked, the full balance will be due regardless of the new date booked. No refunds of any kind will be given for cancellations or after any photographs have been taken.

Should an emergency circumstance exist where the photographer cannot attend the wedding and no photos of the event/photo shoot have been taken and a deposit/payment has been made, a refund will be given for the full amount paid including the deposit. Should emergency circumstances exist where the photographer has to leave the wedding earlier than originally planned, the photographer will be in contact to negotiate a refund based on time used and photographs taken. Note that this situation where the photographer could not attend or would have to leave an event is an extreme circumstance.

## **7. Signed Contracts with Deposits**

All booked weddings are required to sign a contract. The signed contract must be received at the time a deposit is placed for a wedding. If the signed contract is not received within one week of the deposit, the date requested for which the deposit was placed will be released. Another couple may take the original date if a signed contract is not received within one week, but the deposit will not be forfeited and can be used to hold another wedding date. If no package is selected on the contract, the couple will be billed for the minimum package offered. Dates will not be reserved or held for any reason without a deposit.

## **8. Web Site Content and Security**

The entire content included on this website, including but not limited to text, design, graphics, images, and code and the selection and arrangements thereof is copyrighted as a collective work under the United States and other copyright laws, and is the property of Ben DeVries Photography.  
Copyright © 2008-2012. ALL RIGHTS RESERVED.

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, images or services obtained from Ben DeVries Photography without express permission.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, electronically copy, download and print hard copy portions of the material from the different areas of the site solely for your own noncommercial use, or to place an order with or to purchase a service. Any other use of materials on this site, including but not limited to the modification, reproduction, distribution, republication, display or transmission of the content of this site, without prior written permission of Ben DeVries Photography, is strictly prohibited.

**Ben DeVries Photography reserves the right to refuse service to anyone at anytime for any reason.**

Ben DeVries Photography will not release any contact information of clients to a third party unless expressly permitted by that party to do so. Should you have any questions regarding these terms and conditions, please feel free to write, call or email Ben DeVries Photography.

Ben DeVries Photography, 4518 Chapelridge Ln. Apt. 2, Council Bluffs, IA 51501  
www.bendevries.com      ben@bendevries.com      402.305.9612

Please sign and fill out the form on the following page.

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Please sign and date along with a witness. Please make a copy of this page and retain it for your records. This signed contract will be retained with Ben DeVries Photography for a minimum of two years. Return this form to: **Ben DeVries Photography, 4518 Chapelridge Ln. Apt. 2, Council Bluffs, IA 51501**

By signing, I, \_\_\_\_\_ have read, understand and hereby accept and agree to the terms and conditions as stated above on this form and online by Ben DeVries Photography. I understand and agree that this is a legal binding contract for services with Ben DeVries Photography and that all signing parties are responsible for payment should this contract be breached. I understand and accept that this contract is subject to the most current version of the terms and conditions, which can be found online at [www.bendevries.com](http://www.bendevries.com) or upon request.

\_\_\_\_\_  
Signed (Printed name and signature) Date

\_\_\_\_\_  
Witness at time of signing (Printed name and signature) Date

\_\_\_\_\_  
Ben DeVries, Photographer Date

#### Contact and Wedding Information

Date of Wedding \_\_\_\_\_ Location (city/state) \_\_\_\_\_

Bride \_\_\_\_\_ Groom \_\_\_\_\_

Contact Phone # \_\_\_\_\_ Email \_\_\_\_\_

Address to mail CD \_\_\_\_\_

Less than 4hr Wedding photography \$150 per hour with a two-hour minimum: \_\_\_\_\_

Or

Wedding Package:

\_\_\_ Silver \$650      \_\_\_ Gold \$800      \_\_\_ Platinum \$950      \_\_\_ Unlimited \$1,200

Engagement Photos: \$75 with any wedding package: Yes No

Rehearsal photography \$150 per hour: Yes No Amount of hours: \_\_\_\_\_

BDP Slide Show: \$100. Free with Unlimited and Platinum or \$50 with Gold Package: Yes No

Additional media or slideshow to be used on projector during your reception \$75: Yes No

NOTE: This is an additional fee. This option is additional to the paid or free slide show option.

USB drive instead of a CD \$30: Yes No or Both USB and CD \$30: Yes No

NOTE: Only one USB at \$30 is included with a purchased package. Additional USB's are subject to standard rate. See section 4.

How did you hear of Ben DeVries Photography? \_\_\_\_\_



Find Ben DeVries Photography on Facebook at [www.facebook.com/BenDeVriesPhotography](http://www.facebook.com/BenDeVriesPhotography)