

WEDDING PLANNER/COORDINATOR AND/OR PHOTOGRAPHY/VIDEOGRAPHY CONTRACT

This Wedding Planner/Coordinator and/or Photography/Videography Contract (the "Contract") is entered into on _____ (the "Effective Date") by and between:

Client:

Name: _____

Address: _____

(hereinafter referred to as the "Client")

AND

D Side Productions Inc.

Franck Pedretti/Giuliana Pedretti

Address: 1470 Encinitas Blvd. #229, Encinitas, CA 92024

(hereinafter referred to as "D Side" or "Service Provider")

(together referred to as the "Parties")

1. WEDDING DETAILS

- **Wedding Date:** _____
- **Ceremony & Reception Location:** _____

2. PLANNER/COORDINATOR DUTIES

(Please disregard this section if your agreement only includes photography and/or videography services, and cross out the parts that do not apply to your package or invoice.)

The Client hereby engages **D Side Planner/Coordinator** to perform the following duties for the selected level of services:

DAY-OF ONLY

(1 or 2 weeks countdown before wedding)

- **Vendor Info & Timeline Hand-off:** The Bride provides vendor information and timeline for coordination. The Planner takes over communication, serving as the main point of contact for vendors and logistical needs.

- **Unlimited Communication:** Assistance and support via unlimited texts, emails, and calls for styling inquiries, logistics, countdown guidance, and overall support.
- **Vendor Logistics:** Coordinate all vendor-related logistics and help facilitate communication.
- **Personal Support:** Assist the bride and groom with any personal needs leading up to and during the wedding.
- **Wedding Day Management:** Supervise and manage all wedding day activities, ensuring smooth coordination and timely execution of events.
- **Payments & Gratuities:** Distribute final payments and gratuities to vendors as per agreements.
- **Emergency Kit:** Provide a comprehensive wedding day emergency kit.
- **Pre-Wedding Setup:** Make deliveries the day before the wedding and begin decor setup if needed.
- **Setup Wedding Day Decor:** Handle setup of the welcome table, small item decor, dessert table, seating display, and other agreed decor elements.
- **Vendor Management:** Welcome vendors and manage day-of logistics with the venue, ensuring all elements are synced.
- **Timeline Management:** Ensure that everyone stays on the timeline, and tasks are executed in a timely and coordinated manner.
- **Certified Event Planner:** D Side Planner is a certified event planner with over 28 years of experience and fully insured with \$1,000,000 liability coverage.

COUNTDOWN COORDINATION & DAY-OF

(1-2 months countdown before wedding)

- **In-Person Meeting:** Meet with the bride to fine-tune the details of the wedding timeline, discuss plans, and hand off vendor info to start coordination.
- **Unlimited Communication:** Receive unlimited texts, emails, and calls for styling inquiries, logistics, guidance, and support leading up to the wedding.
- **Pre-Wedding Calls:** Includes **(3) 30-minute to 1-hour calls** before the wedding to discuss details, adjustments, and needs.
- **Vendor Logistics:** Facilitate vendor logistics, ensuring all parties are aligned on the schedule and services.
- **Personal Support:** Continue assisting the bride and groom with personal needs in preparation for the event.
- **Wedding Day Management:** Supervise and manage the wedding day, including the reception activities, ensuring everything runs according to plan.
- **Payments & Gratuities:** Distribute final payments and gratuities to vendors at the appropriate time.
- **Emergency Kit:** Provide a wedding day emergency kit to address unexpected situations.
- **Pre-Wedding Setup:** Make any necessary deliveries before the wedding day and begin decor setup if possible.

- **Wedding Day Decor Setup:** Setup welcome table, small-item decor, dessert table, seating display, and other styling elements.
- **Vendor & Venue Coordination:** Welcome vendors and manage day-of logistics with the venue to ensure a smooth flow of activities.
- **Timeline Management:** Ensure that the timeline is adhered to and that all participants are on track.
- **Certified Event Planner:** D Side Planner is a certified event planner with over 28 years of experience and fully insured with \$1,000,000 liability coverage.

PARTIAL PLANNING

(6 months countdown before wedding)

Includes everything in **Countdown Coordination & Day-Of** plus the following:

- **Vendor Coordination & Suggestions:** Additional assistance with selecting and managing vendors, including obtaining quotes and confirming contracts.
- **Unlimited Communication:** Continue receiving unlimited texts, emails, and phone calls for styling inquiries, logistics, guidance, and support throughout the planning process.
- **Pre-Wedding Calls & Coordination:** Includes **(3) 30-minute to 1-hour calls per month** and **(1) venue walkthrough** to ensure seamless planning and coordination.
- **Complete Timeline Build-Out:** The Planner will create a detailed wedding day timeline, coordinating with vendors, the venue, and the Client.
- **Floor Plan Design:** Consult with the venue and vendors to create a floor plan for the ceremony and reception, ensuring proper layout and flow.
- **Rehearsal Coordination:** Conduct the wedding rehearsal, ensuring everyone knows their roles and the schedule.
- **Styling Assistance:** Assist with all styling aspects of the ceremony and reception, including decor, themes, and overall aesthetics.
- **Catering & Menu Assistance:** Attend catering tastings and advise on quantities, menus, and bar selections.
- **Additional Calls:** Includes **(2) 30-minute to 1-hour calls** per month leading up to the wedding to ensure everything is on track.
- **Additional Co-Coordinator:** An assistant co-coordinator will be included for weddings with more than **185 guests**.
- **Vendor Management:** Ensure smooth coordination and execution with all vendors and venue.
- **Certified Event Planner:** D Side Planner is a certified event planner with over 28 years of experience and fully insured with \$1,000,000 liability coverage.

3. WEDDING PLANNER/COORDINATOR ORDER & ESSENCE OF AGREEMENT

(Please disregard this section if your agreement only includes photography or videography services and cross it out.)

- The Client hereby engages D Side Planner/Coordinator to perform the above-mentioned duties relevant to Wedding Management, Planning, and Coordination for the Wedding. The signed agreement constitutes an order for wedding planning/coordination, encompassing the execution of duties performed, artistry, expertise, and intellectual property. The Client has chosen D Side Planner/Coordinator for its creative and technical abilities. Therefore, creative aspects such as styling, decorating, aesthetics, and the overall look of D Side's areas of responsibility are subject to the final creative discretion and direction of the D Side Planner/Coordinator.

4. LIMITATION OF LIABILITY – PLANNER/COORDINATOR

- D Side assumes no responsibility for any damage or loss of merchandise, property, alcohol, equipment, furniture, clothing, or other valuables that may occur before, during, or after the Wedding, including the day prior. The Client acknowledges and agrees that during the event, and in connection with the services provided by D Side Planner/Coordinator and its agents, minor accidents, breakage, or damage may occur (e.g., breakage of glass or mirrors). D Side is not liable for the actions of guests, attendees, or third parties. The Client agrees to indemnify, defend, and hold harmless D Side, including its agents, from any liability, claims, suits, losses, costs, or legal fees arising from or resulting from the actions of guests, members, or third-party vendors related to the Wedding or any services provided.

5. WEDDING PHOTOGRAPHY/VIDEOGRAPHY ORDER & ESSENCE OF AGREEMENT

(This section does not apply if only planning or coordination services are being provided and cross it out..)

- **Engagement:** The Client hires D Side Photographer/Videographer to provide photography and videography services for their wedding as outlined in this agreement. The deliverables will include digital photo files and digital video files. All videos will have a watermark upon delivery. D Side retains the right to use and post this content on its social media platforms and website to showcase its work and inspire future clients.
- **Creative Style:** The Client acknowledges that they have selected D Side Photographer/Videographer based on the quality and creative style demonstrated in the portfolio. The creative elements, including shooting techniques, editing style, effects, music, and overall aesthetic, are at the sole discretion of D Side. While the tools and methods used may vary, D Side is committed to delivering exceptional results that align with the artistic standard set by its body of work.
- **Edit Modifications:** Any requests for modifications to the final edit should be communicated promptly after the wedding film is delivered. Addressing these concerns in a timely manner, ideally via a call, often leads to more efficient resolution than waiting an extended period.
- **Raw Footage:** Raw footage, such as the full ceremony recording, can be provided before the wedding day to ensure that all key moments are captured. This will be sent digitally at no additional cost, based on the package/invoice.

- **Storage & Additional Purchase:** Final wedding films and/or edited photo albums will be stored online for at least six (6) months following the wedding date. If desired, the Client may purchase a hard drive and its case containing all edited content and the entire raw footage (stored on a 320GB hard drive) for an additional fee of \$500. This purchase is optional. If the Client declines, the raw footage will not be retained beyond the delivery of the final product, as system storage must be cleared regularly.

By signing this agreement, the Client agrees to the terms outlined above and acknowledges that D Side Photographer/Videographer delivers all products in digital format, with videos containing a watermark. Photos will have zero watermark. D Side retains ownership rights to use the content for promotional purposes on social media and its website to attract new clients.

6. RIGHT TO PRINT

- The Client is granted permission by D Side Photographer to produce prints, enlargements, and create a personal wedding photo album through a third-party provider, exclusively for non-commercial, personal use. These prints and albums may be produced without watermarks.

7. PAYMENTS

- The Client agrees to pay a total package price of \$_____ to D Side for the selected services. (Please cross out any services that do not apply: PLANNING / COORDINATION / PHOTOGRAPHY / VIDEOGRAPHY).
- A 50% deposit of \$_____ is required upon receipt of the invoice to secure the wedding date. The remaining balance of \$_____ is due one month prior to the wedding, by (Date)

- **If the event is scheduled less than one month in advance, or if both parties agree to a significant discount for full payment in advance, the total balance of \$** may be required at the time of booking.

- Once again, the deposit is **non-refundable**. D Side commits to reserving the wedding date exclusively for the Client, and once secured, D Side cannot accept other business for that time, potentially resulting in a loss of income. In the event of cancellation or unforeseen circumstances, the deposit may be frozen and applied toward a rescheduled date agreed upon by both parties. If the couple is no longer together, the deposit will not be refunded but may be credited toward other photography or videography services provided by D Side within one year of the original invoice date.
 - D Side is committed to assisting clients in rescheduling or finding alternative solutions to avoid the loss of deposits.
 - D Side will provide a receipt or paid invoice for all payments upon request.
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8. CANCELLATION POLICY / WEDDING DATE CHANGE

- The Client acknowledges that the deposit is non-refundable. The deposit serves as a commitment to reserve D Side's services for the agreed-upon wedding date and is considered "earned" upon receipt, reflecting the potential loss of other bookings for that specific date.
- If unforeseen circumstances require the Client to change the wedding date, the deposit may be credited toward a new date within one year of the original wedding date, provided D Side is available and agrees to the new date. The Client must confirm availability with D Side and maintain consistent communication regarding updated plans and potential new dates. A new agreement addendum must be signed by both parties to finalize the change.
- The Client may cancel this contract at any time; however, no refund will be issued for the deposit or any remaining balance if cancellation occurs before the event.
- D Side reserves the right to cancel this contract at any time due to unforeseen circumstances, such as illness, injury, or incapacity to perform the services required for the wedding. In such cases, D Side will make every effort to provide a suitable replacement with professional collaborators (planner/coordinator/photographer/videographer) based on mutual trust and subject to the Client's approval. If no replacement is agreed upon, D Side will refund all payments received from the Client.
- While D Side will make every effort to secure a qualified and reliable replacement for any canceled service, it cannot be held responsible for the performance or outcomes of the replacement provider in cases of unforeseen major circumstances (such as illness, emergencies, or unavoidable scheduling conflicts).

9. WEDDING DAY COVERAGE

Photo/Video Coverage

Full wedding day photo and/or video coverage is based on the package selected to fit your timeline.

Your coverage can start from 4 hours on-site, 6 hours, or 8 hours on-site, depending on your contract/invoice and timeline. Any additional hour(s) will be charged at \$150 per photographer/videographer per hour. Please ensure that your timeline is accurate to avoid any extra charges.

Any additional events, such as rehearsals, rehearsal dinners, after-parties, or next-day brunches, are not included in this agreement but may be added for an additional fee, subject to D Side's availability and a new contract or addendum.

Planning/Coordination Involvement

If D Side is contracted for planning or coordination services, our role includes managing the timeline and ensuring the seamless execution of events, such as the Bride and Groom's preparation and departure to the ceremony, ceremony transitions, and key reception formalities (e.g., first dances, parent dances, speeches).

Any additional coordination services for rehearsals, after-parties, next-day brunches, or other non-wedding-day events must be discussed separately and agreed upon, with an additional fee and contract.

10. WEDDING PHOTO/VIDEO DELIVERY SCHEDULE

Delivery of lightly edited photos and the edited highlight video typically takes 4-6 weeks. Due to the creative nature of photo and video editing, all delivery times are estimates and not guaranteed deadlines. The Client is responsible for reaching out via email to D Side for any updates or status on photo processing, video editing, and delivery.

11. PHOTO/VIDEO LOCATION PERMITS

The Client is responsible for researching, obtaining, and covering any and all necessary permits for photo/video shoots at the wedding venue or public park locations. This includes any location admission fees for the D Side crew on the wedding day. While the Client holds primary responsibility, D Side is happy to assist in the process if needed.

12. ENGAGEMENT/SAVE-THE-DATE SESSION

If the Client and D Side have agreed to include an engagement or save-the-date photo/video session as part of the total package, both parties acknowledge that the session will last for two (2) hours. The session will take place at a mutually agreed-upon location that is reasonably close to both parties' base locations.

13. AERIAL DRONE

The use of aerial drone footage is subject to federal regulations, as well as any venue-specific restrictions. Drone usage may be limited or prohibited due to factors such as public safety, airspace restrictions (e.g., no-fly zones near airports or military bases), and adverse weather conditions (e.g., rain, snow, hail, wind). In the event of such limitations, no reimbursement will be provided. Drone usage will be at the sole discretion of the D Side drone operator, who will assess the conditions and ensure compliance with all safety and regulatory guidelines.

14. LIMITATION OF LIABILITY - PHOTO/VIDEO

- Under no circumstances shall either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising from or related to this Agreement, or any transactions contemplated herein (whether based on breach of contract, tort, negligence, or any other cause of action), except in cases directly resulting from one party's negligence or breach.
- In the unlikely event that digital photo/video files are lost, stolen, or corrupted after the wedding day, D Side's liability shall be limited to a prorated amount, based on the percentage of original files delivered, and shall not exceed the total package price for photo/video services as stated in this Agreement. This limitation applies to issues arising from, but not limited to, bad weather, acts of God, pandemics, accidents, insufficient shooting time, timeline changes, delays, restrictions, traffic or travel delays, lighting

conditions, venue/location restrictions, equipment damage, malfunction, loss, theft, memory card/hard drive corruption or loss, and obstruction by guests or other vendors. The Client acknowledges and accepts the potential impact of these conditions on the final photo/video coverage.

15. ALTERNATIVE DISPUTE RESOLUTION

- Any claims or disputes arising from or related to this Contract shall first be addressed in good faith by both D Side and the Client. In the event that the dispute cannot be resolved through mutual agreement, the parties agree to submit the matter to binding arbitration, mediation, or negotiation, in accordance with the laws of the State of California and under the jurisdiction of San Diego County.
- D Side is committed to resolving any issues amicably and will make every reasonable effort to avoid conflict. Both parties acknowledge that clear and open communication is essential in maintaining a positive working relationship and resolving any potential disputes.

16. LEGAL FEES

- In the event of a dispute that results in legal action, the prevailing party shall be entitled to recover all reasonable legal fees, including but not limited to attorney's fees, costs, and other related expenses incurred during the legal proceedings.

17. GOVERNING LAW

- This Contract shall be governed by, and construed in accordance with, the laws of the State of California, with jurisdiction and venue exclusively in San Diego County.

18. ENTIRE CONTRACT

- This Contract represents the complete and exclusive agreement between the Parties with respect to its subject matter, superseding all prior agreements, understandings, or negotiations, whether oral or written, express or implied. Any prior discussions or communications related to the subject matter of this Contract are hereby replaced in their entirety by the terms outlined herein. The express terms of this Contract take precedence over any course of performance or trade usage that may be inconsistent with the terms contained herein.

19. INDEPENDENT CONTRACTOR

- This Contract does not create an employment relationship between the Parties. D Side operates as an independent contractor and is not an employee of the Client. Neither this Contract nor any actions taken under it shall be construed as creating a joint venture, partnership, or employment relationship. D Side retains full control over the manner and means of performing the services outlined in this agreement.

20. SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Contract, as demonstrated by their signatures below:

CLIENT

Name: _____

Date: _____

Signature: _____

PLANNER/PHOTOGRAPHER/VIDEOGRAPHER

Name: Franck Pedretti / Giuliana Pedretti

Date: _____

Signature: _____