

# Commonwealth of Kentucky Alison Lundergan Grimes, Secretary of St

LAOO
1074363.06
Alison Lundergan Grimes
Secretary of State
Received and Filed
10/11/2019 5:53:55 PM
Fee receipt: \$40.00

Alison Lundergan Grimes Secretary of State P. O. Box 718 Frankfort, KY 40602-0718 (502) 564-3490 http://www.sos.ky.gov

# Articles of Organization Limited Liability Company

**KLC** 

For the purposes of forming a limited liability company in Kentucky pursuant to KRS Chapter 275, the undersigned organizer hereby submits the following Articles of Organization to the Office of the Secretary of State for filing:

**Article I:** The name of the company is

### Chelsey Nelson Photography LLC

Article II: The street address of the company's initial registered office in Kentucky is

9301 Dayflower Street, Prospect, KY 40059

and the name of the initial registered agent at that address is GSRA, LLC c/o Aaron J. Silletto

**Article III:** The mailing address of the company's initial principal office is

3044 Bardstown Road, #206, Louisville, KY 40205

**Article IV:** The limited liability company is to be managed by **Members** 

Executed by the Organizer on Friday, October 11, 2019

Name of Organizer: Chelsey Nelson

Signature of individual signing on behalf of Organizer:

**Chelsey Nelson** 

I, **GSRA**, **LLC c/o Aaron J**. **Silletto**, consent to serve as the Registered Agent on behalf of the limited liability company.

Signature of Registered Agent or individual signing on behalf of the company serving as Registered Agent:

Aaron Silletto

### OPERATING AGREEMENT FOR MEMBER-MANAGED CHELSEY NELSON PHOTOGRAPHY LLC

### INTRODUCTION

This Operating Agreement is made on October 31, 2019, between Chelsey Nelson Photography LLC, a Kentucky limited-liability company (the "Company") and Chelsey Nelson, the sole member (the "Owner"), and any future members (individually, a "Member" and collectively, the "Members"), who agree as follows:

### ARTICLE I. FORMATION

- 1.1. Articles of Organization: The Company has been organized as a Kentucky Limited Liability Company under and pursuant to the Kentucky Limited Liability Company Act, KRS Chapter 275 (the "Act"), by delivering the Articles of Organization (the "Articles") to the office of the Secretary of State for filing as required by the Act.
- 1.2. Name: The name of the Company is Chelsey Nelson Photography LLC. The business of the Company may be conducted under such trade or fictitious names as the Members may determine.
- 1.3. Registered Office and Registered Agent: The Registered Office and Registered Agent of the Company will be as designated in the initial Articles. The Registered Office and/or Registered Agent may be changed by the Members. Any such change will be made in accordance with the Act. If the Registered Agent resigns, the Company will promptly appoint a successor.
- 1.4. Principal Office: The Principal Office will be as designated in the initial Articles. The location of the Principal Office may be changed by the Members.

### ARTICLE II. PURPOSE

- <u>2.1. Business Purpose</u>: The purpose of the Company is to engage in any lawful business that may be engaged in by a limited liability company organized under the Act and engaging in any and all activities necessary or incidental to the foregoing.
- <u>2.2. Additional Purpose</u>: The Company is a for-profit limited liability company that tells positive stories about what is true and what is right, what is lovely and what is pure, what is excellent and what is praiseworthy. The Company is owned solely by the Owner, who is a Christian photographer and who operates the business in accordance with her religious and artistic beliefs as a means to glorify and honor God.
- 2.3. Beliefs, Purposes, and Practices: The Company affirms the following Beliefs, Purposes, and Practices:
  - a) The Owner believes she must glorify God and follow God's commands with her thoughts, deeds, and talents.

- b) The Owner believes that God is sovereign over her whole life, and that she must live her life consistent with her faith. Therefore, the Owner tries to operate the Company in accordance with her faith, including by reaching business decisions which are consistent with biblical principles. Specifically, the Company seeks to love God, love its neighbor, and share God's truth and beauty in what it does, says, creates, and in how it serves its customers with love, excellence, and honesty.
- c) The Owner believes that God created humanity in His image. The Owner also believes that God was the first creator, artist, and storyteller, and so she reflects Him when she uses her God-given skills to tell positive stories about God and His creation. Because God's creation is good and can point us to Him (Romans 1:19-20), God calls us to focus on what is true, noble, right, pure, lovely, admirable, excellent, and praiseworthy around us (Philippians 4:8). In light of these beliefs, the Company exists for this purpose: to tell Philippians 4:8 stories—positive stories about what is true and what is right, what is lovely and what is pure, what is excellent and what is praiseworthy.
- d) Based on these beliefs, the Company must create stories and use its platforms to positively depict that which is true, noble, right, pure, lovely, admirable, excellent, and praiseworthy, as defined by the Owner's religious beliefs. The Company cannot create or convey anything that contradicts these things or that otherwise violate its artistic and religious beliefs.
- e) As a result, the Company's policy and established practice is to decline any request that violates its artistic and religious beliefs regardless of who makes that request or the requestor's sex, race, religion, sexual orientation, or any other status. For example, the Company will decline any request for photographing, editing, or blogging that promotes messages, events, services, actions, products, or organizations that demean other people, devalue God's creation, condone racism, sexually objectify someone, celebrate pornography, praise vulgarity, promote any marriage besides marriage between one man and one woman (such as same-sex marriage or open marriage), or otherwise contradict biblical principles.
- f) The Owner of the Company will adhere to the above artistic and religious principles even if doing so effects the Company's profit.

### ARTICLE III. BOOKS, RECORDS, AND ACCOUNTING

- 3.1. Books and Records: The Company's books and records shall be maintained on that method of accounting selected by the Members. The Company will maintain at its Principal Office, or at some other location chosen by the Members, the Company records required to be maintained under the Act.
- 3.2. Fiscal Year; Accounting: The Company's fiscal year will be the calendar year. The particular accounting methods and principles to be followed by the Company will be selected by the Members from time to time.

3.3. Reports: The Members will provide reports concerning the financial condition and results of operation of the Company and the Capital Accounts of the Members to the Members in the time, manner and form as the Members determine.

### ARTICLE IV. MEMBERS

- 4.1 Members: The Member of the Company is the party who has signed this Operating Agreement.
- <u>4.2 Additional Members</u>: Additional Members may be admitted upon the consent of all Members and a determination of the capital contributions of such additional Members.
- 4.3 Withdrawing: Members may withdraw from the Company upon three months' written notice to each of the other Members.
- 4.4 Cessation of Membership: A Member shall disassociate from and cease to be a member of the Company pursuant to the Act.

### ARTICLE V. CONTRIBUTIONS AND MEMBERSHIP INTERESTS

<u>5.1. Initial Capital Contributions</u>: The names of each initial Member, their capital contributions, and percentage interests are as follows:

Name	Capital Contribution (total of \$100.00)	Percent Interest
Chelsey Nelson	\$100.00	100%

- <u>5.2. Additional Capital Contributions</u>: The initial Member shall not be required to make capital contributions in addition to those described above. If a majority of the Members determine at any time, or from time to time, that the Company requires additional Capital Contributions, then each Member shall contribute such additional Capital Contribution to the Company in accordance with the terms agreed upon by a majority of the Members.
- 5.3. Capital Accounts: A separate capital account shall be maintained for all Members in accordance with the Internal Revenue Code section 704(b) and applicable regulations. It is the specific intent of the Members that all adjustments as may be required pursuant to Internal Revenue Code section 704(b), and any restrictions thereunder, be made, to cause the allocations prescribed hereunder to be respected for tax purposes.
- <u>5.4. Members' Interest</u>: Members' distributive share of income, gain, loss, deduction, credit, or allowance of the company for any period of year shall be determined according to the Members' percentage membership interest as it exists at the time of determination.

### ARTICLE VI. ALLOCATIONS AND DISTRIBUTIONS

<u>6.1 Allocations and Distributions</u>: All items of the Company's income, gain, loss, deduction, credit, or the like will be allocated among the Members in accordance with their respective percentage interests.

<u>6.2 Distributions of Cash or Assets</u>: Distributions of cash or other assets may be made to the Members from time to time. All distributions will be made to the Members in accordance with their respective percentage interests.

### ARTICLE VII. ASSIGNMENT OF MEMBERSHIP INTERESTS

- 7.1. Right of First Refusal: A Member desiring to sell, assign, or otherwise transfer any part or all of a membership interest shall first offer the interest to other Members on the same terms and conditions. If the Members do not accept the offer within thirty (30) days, the Member may offer the interest to an outside transferee.
- 7.2. Assignment of Membership Interest: The assignee or transferee of a membership interest, however such interest is acquired, does not become a member of the Company by reason of such assignment or transfer, and is not entitled to exercise any management or voting rights in the Company, but is entitled only to distributions and allocations of profits, losses, gains, deductions, credits, or similar items to which the Member whose interest is assigned or transferred would have been entitled.
- 7.3. Substitute Members: The assignee or transferee of a membership interest may be substituted for the assigning or transferring member and become a Member only upon the written consent of all the other Members. If admitted, the substitute Member has, to the extent assigned, all the rights and powers, and is subject to all of the restrictions and liabilities of a Member.

### ARTICLE VIII. VOTING; MEMBERS MEETINGS

- 8.1. Voting: Except to the extent provided to the contrary in this Operating Agreement, all Members will be entitled to vote on the following: (1) amending the Operating Agreement; (2) authorizing a Member to do any act on behalf of the Company that contravenes the Operating Agreement; (3) amending the Articles; (4) merging of converting the Company or approving a sale of all or substantially all of its assets; (5) admitting a new Member, including the assignee of a Member, as a Member; (6) removing a member after the assignment of all assignable interest in the Company; (7) waiving an agreement to contribute to the Company; (8) approving the voluntary dissolution of the Company; (9) approving any acting contravention of the Operating Agreement; and (10) any matter submitted to a vote of the Members.
- <u>8.2. Required Vote</u>: Unless a greater vote is required by the Act or the Articles, the affirmative vote, approval, or consent of a majority-in-interest of the Members is required.
- 8.3. Meetings: So long as the Company has only one member, the Company is not required to hold any meetings of the Member. If the Company has two (2) or more Members, an annual meeting of Members for the transaction of business as may properly come before the Members will be held at a place, date, and time as determined by the Members. Special meetings may be held at the call of any Member.
- 8.4. Notice of Meetings: Written notice of the annual and any special meeting shall state the purpose of the meeting and shall be sent to the Members by ordinary mail at least seven (7) days

before the meeting. If all Members meet and consent to the meeting, the meeting is valid without call or notice.

- 8.5. Quorum: At any meeting of the Members, a quorum consists of Members owning a majority of the membership interests, appearing in person or by proxy. If a quorum is present, the affirmative vote of the Members owning a majority of the membership interests represented at the meeting constitutes the act of the Members. Proxies shall be filed with the Company at or prior to the meeting.
- <u>8.6. Unanimous Written Consent</u>: The Members may act without a meeting, provided all Members entitled to vote on a matter executes a written consent describing the action taken and such consents are filed with the Company.
- 8.7. Voting by Proxy: A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment instrument either personally or by the Member's attorney-in-fact.
- 8.8. Meeting Participation: A Member may participate in a meeting by means of telephone conference or similar equipment.

### ARTICLE IX. MANAGEMENT OF THE COMPANY

- 9.1. Management: The Company will be managed by its Members. Subject to the delegation of rights and powers provided in this Operating Agreement, the Members will have the sole right to manage, direct, and control the business of the Company and shall have the power to do all things necessary or convenient to carry out its business and affairs.
- 9.2. Powers and Duties: The Members shall have all powers and rights necessary to do any and all lawful acts appropriate to the company's business and affairs. In addition, and without limitation of the Members' powers, the Members are authorized to: (1) enter into contracts on behalf of the Company; (2) hold and manage in the Company's name real and personal property belonging to the Company; (3) execute documents on behalf of the Company; (4) obtain insurance against liability or protecting the Company's property or business against loss; (5) invest and reinvest funds of the Company; (6) maintain reserves for payment of expenses of the Company; and (7) employ and compensate attorneys, accountants, property managers, and other persons.

### ARTICLE X. STANDARD OF CONDUCT; LIABILITY; INDEMNIFICATION

10.1. Conduct: A Member owes the Company and its other members a duty of loyalty and a duty of care. The duty of loyalty is limited is to: (1) accounting to the Company and holding as trustee for it, any property, profit, or benefit derived by the Member in the conduct or winding up of the Company's business; (2) refraining from dealing with the Company as or on behalf of a party having an interest adverse to the Company; and (3) refraining from competing with the Company. The duty of care is limited to refraining from engaging in wanton or reckless conduct. A Member will discharge his or her duties consistently with the obligation of good faith and fair dealing.

- 10.2. Liability of Members: Members shall not have any liability for any obligations or liabilities of the Company except to the extent provided in the Act.
- 10.3. Indemnification: The Company may indemnify any member, manager, partner, officer, employee, or other person against litigation expenses, including attorney fees, judgments, fines, and amounts paid in settlement, to the extent and under the conditions permitted by KRS 275.180(2), if the person met the standard of conduct set forth above.
  - a) To the extent that a Member, employee, or agent of the Company has been successful on the merits or otherwise in defense of an action, suit, or proceeding, such person will be indemnified against actual and reasonable expenses, including attorney's fees, incurred by such person in connection with the action, suit, or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein. Any indemnification permitted under this Article, unless ordered by a court, will be made by the Company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct. That determination will be made by a majority vote of the Members who are not parties or threatened to be made parties to the action, suit, or proceeding.
  - b) No indemnification will be provided to any Member, employee, or agent of the Company for or in connection with the receipt of a financial benefit to which such person is not entitled, voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act, or a knowing violation of law.

### ARTICLE XI. DURATION; DISSOLUTION

- 11.1. Effective Date and Duration: This Operating Agreement is the first effective Operating Agreement and shall take effect on the day it is signed. The Company shall have perpetual existence until dissolved pursuant to the Act.
- 11.2. <u>Dissolution</u>: The Company will be dissolved and have its affairs wound up and terminated upon the unanimous determination of the Members to dissolve the company, or upon the occurrence of any other event causing a dissolution of the Company pursuant to the Act.
- 11.3. Winding Up: Upon dissolution, the Company will cease carrying on its business and affairs and will commence the winding up of the Company's business and affairs and complete the winding up as soon as practicable. Upon the winding up of the Company, the assets of the Company will be distributed first to creditors to the extent permitted by law in satisfaction of the Company's debts, liabilities, and obligations, and second to Members and former Members in satisfaction of liabilities for distributions and in accordance with their percentage interests.

### ARTICLE XII. MISCELLANEOUS PROVISIONS

12.1. Entire Agreement: This Operating Agreement embodies the entire agreement and understanding among the Members with respect to the subject matter within. This Operating

Agreement supersedes any and all other agreements, either oral or written, among the Members with respect to the subject matter within.

- 12.2. Severance: Every provision of this Operating Agreement is intended to be severable. The invalidity or illegality of any particular provision of this Operating Agreement will not affect the other provisions, and this Operating Agreement will be construed in all respects as if such invalid or illegal provisions were omitted.
- 12.3. Amendments and Revocations: This Operating Agreement may be amended or revoked at any time by the unanimous written consent of the Members.
- 12.4. State Law: This Operating Agreement will be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky. The venue for all civil actions to enforce any part of this Operating Agreement, or to resolve any dispute between the Members concerning the business affairs of the Company, shall be the state or federal courts of Jefferson County, Kentucky.

THE UNDERSIGNED, being all the Members of Chelsey Nelson Photography LLC evidence their adoption and ratification of the foregoing Operating Agreement of the Company.

Dated: 10/31/2019

Member, Chelsey Nelson

Case 3:19-cv-00851-JRW Document 3-4 Filed 11/19/19 Page 10 of 509 PageID #: 170

Chelsey Nelson

Photography

BOUTIQUE EDITING ABOUT BLOG PHOTOGRAPHY CONTACT



"You have TRULY given me a huge part of my life back. I know that you are a prayer answered from God and just had to share with you my appreciation for you. And not to mention how freaky fast you edited that wedding:) Gosh I'm just so thankful!"

- Jodie

"You make everything so easy + your work is timely + professional."

# - Lindsey

# Create a sustainable business that fuels your life.

You're booking clients doing what you love.

Maybe you're full-time or this is your side hustle.

Somewhere along the way, the editing work started piling up.

Being free from editing to do other tasks seems like a far distant dream with everything else on your plate: blogging, managing client experience, updating your website copy, adding client testimonials, album design, submitting your work to publications, Instagram strategy, tracking effectiveness on social media, etc.

"I know I should blog, but I'm not caught up on editing last week's sessions and I have 3 more this week with a wedding on Saturday."

Does that sound familiar? You're doing work you're proud of, but you don't always have the time to share it with the world (your possible clients!).

I can **take editing off your to-do list** so you can get back to working *on* your business (dreaming up styled shoots you're aching to do, reassessing your direction, setting big picture goals - things only you can do) instead of constantly feeling behind with the day-to-day work *in* your business.

# I'm here to help you get your life back!

Back to doing the things you love most with plenty of margin to spend your time the way you want. Outsourcing to a photo editor is one of the fastest ways to free up your time.

Chelsey

Case 3:19-cv-00851-JRW Document 3-4 Filed 11/19/19 Page 11 of 509 PageID #: 171



## How It Works

- · We start by going through the process start to finish with a Skype call or get together in-person.
- · We'll talk about your editing style, how to prepare your Lightroom catalogs, transfer files, set up an editing schedule, and go over any questions you have.
- If we're a great match, I'll send over a quick questionnaire so we can get started!

# STEP I

# Apply to Work With Chelsey

Name *		
Email Address *		
Website *		

Please tell me how you would feel in these situations: I would feel devastated if I had to delivery image galleries to clients past the deadline because I couldn't keep up with my editing workload. \*

0	Strongly Disagree
0	Disagree
0	Neutral
0	Agree
0	Strongly Agree
	ould lose time with my family or friends if I had to edit everything myself th a fully booked photography schedule.
0	Strongly Disagree
0	Disagree
0	Neutral
0	Agree
0	Strongly Agree
	ere are other things in my business or life I'd like to do instead of spending ne editing everything by myself.
0	Strongly Disagree
0	Disagree
0	Neutral
0	Agree
0	Strongly Agree
_	ell me more about what you'd like to outsource for editing:



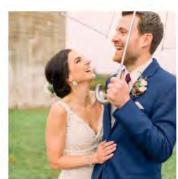
# Louisville, Kentucky

Site Use and Privacy Policy









# Case 3:19-cv-00851-JRW Document 3-4 Filed 11/19/19 Page 14 of 509 PageID #: 174

Chelsey Nelson BOUTIQUE EDITING ABOUT BLOG PHOTOGRAPHY CONTACT





ABOUT ME Meet the Crew





Hey there, I'm Chelsey, a photographer and blogger based out of Louisville, KY. Most days you can find me stalking my lavorite blogs, watching The Office on Netflix with my husband Derrik, cuddling our rescue pup Hugo and squeezing in time to curl up with a book in the evenings. Hove the opportunity to be creative and show off God's own creativity on this little slice of the web.



I serve people like you who desire timeless photos of the happiest day of their lives. I'm honored to give you the gift of capturing life's precious moments, and the ability to peek back through time at those same images years from now. That's what photography has meant to me: from running straight to the picture collages of our family on the walls of my grandmother's home every time I visited (complete with 90s fashion and chic retro glasses on my aunts and uncles), to keeping my little Kodak point-andshoot in my purse in high school so I could remember how much fun life was at the time.

When I'm not snapping photos, you can catch me mapping out the most efficient route through Costco, chatting on the phone with my mom (she's one of my best friends!), and finding excuses to go to the library because ours looks like Hogwarts and I can't get enough

You can read the story behind starting Chelsey Nelson Photography here.

If you'd like to hear more, here are five things you might not already know about me.



Welcome! I'm Chelsey - a Louisville, Kentucky photographer and private photo editor with a heart for Jesus. I blog here about my journey as a creative entrepreneur, lifestyle tips and everyday adventures. I hope this space can be a cozy, safe haven for you to feel refreshed and



Q Search

Featured by

# KENTUCKY BRIDE



### Case 3:19-cv-00851-JRW Document 3-4 Filed 11/19/19 Page 15 of 509 PageID #: 175

### Fun facts:

- I met my husband online through Christian Mingle! I'm a walking billboard and should probably have my own coupon code by now. Best \$30 I ever spent! Here's my blog post about our wedding.
- Watching Ina Garten on Barefoot Contessa or Chip and Joanna on Fixer Upper while I make dinner is one of my favorite ways to wind down and relax.
- . I am a huge tennis fan. Going to professional tournaments is so much fun!
- While in college, I had roommates from France, China, Japan and Holland. I loved getting to know women from around the world! My roommate from France turned out to be my Maid of Honor.
- My favorite wedding resource, because they focus on planning a beautiful marriage, not just a pretty wedding:
   Southern Weddings. \*Edited to add that Southern Weddings will no longer be producing new content, but their archives are still live and can be used as a wonderful resource!

### Things I Love

- · Anthropologie
- · Fall
- · Everything Christmas!
- · Solo trips to Target
- Reading (I just finished The Pastor's Wife by Gloria Furman and started Dark Matter by Blake Crouch)
- · Podcasts (favorite is Glorious in the Mundane by Christy Nockels)
- · My KitchenAid Mixer
- · What Not to Wear (my favorite tv show growing up!)

### Have Your Own Side-Hustle?

If you're on your own entrepreneurial journey, I'd love to chat with you! Being an entrepreneur is one of the most rewarding things in my life but it can be lonely at times. If you ever need a friend or some advice, let me know how I can support you (really, I mean it!).

Still here? Let's connect! You can email me, check out some of my work, and read my blog.

READ THE BLOG

BROWSE WEDDING PORTFOLIO

LET'S CHAT

# Follow on Instagram @mrs.chelseynelson













CREATIVE EMPIRE PODCAST

@mrs.chelseynelson



BLOG ARCHIVE



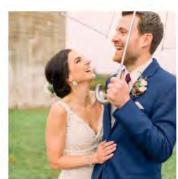
# Louisville, Kentucky

Site Use and Privacy Policy









Case 3:19-cv-00851-JRW Document 3-4 Filed 11/19/19 Page 17 of 509 PageID #: 177

Chelsey Nelson BOUTIQUE EDITING / ABOUT / BLOG / PHOTOGRAPHY / CONTACT

**ø ø f** 



# WEDDING PHOTOGRAPHY

### I Believe

- + I believe God's vision for marriage is beautiful, and one of his sweetest gifts to us in this life to be treasured and held in honor.
- + I believe the **permanence** of marriage brings a freedom to blossom and grow as a person like nothing else.
- + I believe the work we do in our marriages each day can make this world a better place for future generations. The marriage your children grow up observing will have one of the biggest impacts on their life.
- + I believe in spreading the truth and love of Jesus by showing off his creativity in creation.
- + I also believe in tickle fights, cuddles, playful banter and seeing things with a glass half full.

Because life is too short to live any other way.

I would be honored to talk to you about what you envision for your wedding day, and how I can make this an easy, customized process perfectly tailored for you.





Welcome! I'm Chelsey - a Louisville, Kentucky photographer and private photo editor with a heart for Jesus. I blog here about my journey as a creative entrepreneur, lifestyle tips and everyday adventures. I hope this space can be a cozy, safe haven for you to feel refreshed and

Chelsey Nelson

Photography

Q Search

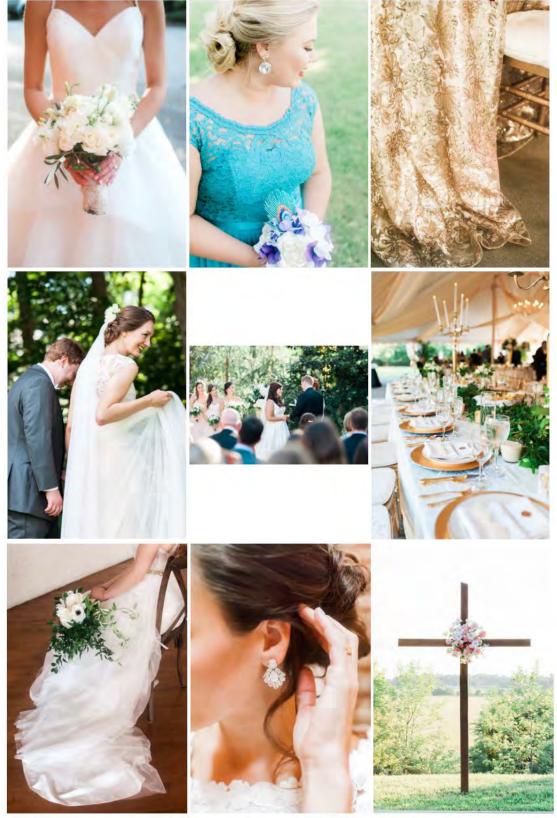
Featured by

KENTUCKY BRIDE

**App. 17** 



Case 3:19-cv-00851-JRW Document 3-4 Filed 11/19/19 Page 19 of 509 PageID #: 179



You can connect with me by clicking the button below for more detailed information.

I can't wait to get to know you!

I'D LIKE MORE INFORMATION

# Louisville, Kentucky

Site Use and Privacy Policy









Case 3:19-cv\_00851-JRW Document 3-4 Filed 11/19/19 Page 21 of 509 PageID #: 181

Chelsey Nelson

Photography

BOUTIQUE EDITING / ABOUT / BLOG / PHOTOGRAPHY / CONTACT

@ @ f



# Want to work with me or just say hello?

# I'd love to hear from you.



Interested in Wedding Photography? Fill out this form and I'll be in touch soon!

Your name \*

Future Mrs.

Your salutation \*

Select an option

Your fiancé's name \*

Future Mr.

Your fiancé's salutation \*

Select an option

Your email address \*

Your Wedding Date

MM/DD/YY

1111

Tell me about you two! I'd love to know more about your story.\*

Enough about me! I want to know about you:)



Welcome! I'm Chelsey - a Louisville, Kentucky photographer and private photo editor with a heart for Jesus. I blog here about my journey as a creative entrepreneur, lifestyle tips and everyday adventures. I hope this space can be a cozy, safe haven for you to feel refreshed and inspired.



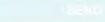
Photograph

Q Search

Featured by

KENTUCKY BRIDE

How did you hear about me? \* Instagram, Kentucky Bride, etc.



This form is protected by reCAPTCHA and the Google <u>Privacy Policy</u> and <u>Terms of Service</u> apply.





@mrs.chelseynelson







# Louisville, Kentucky

Site Use and Privacy Policy









# Chelsey Nelson Photography Case 3:19-cv-00851-JRW Document 3-4 Filed 11/19/19 Page 23 of 509 PageID #: 183 Photography

BOUTIQUE EDITING / ABOUT / BLOG / PHOTOGRAPHY / CONTACT









Sign up





Follow

# Chelsey Nelson | Photographer + Blogger

277 Followers • 166 Following • www.chelsevnelson.com

Louisville, KY

I help photographers build businesses to support the life they want to live by offering boutique photo editing, www.chelseynelson.com

CHELSEY NELSON PHOTOGRAPHY: OPEN FOR BUSINESS



# Chelsey Nelson EST. 2016 Photography



### Case 3:19-cv-00851-JRW Document 3-4 Filed 11/19/19 Page 28 of 509 PageID #: 188

Welcome to the home of Chelsey Nelson Photography! It took me a while to figure out what I really wanted to do in life. At least to me, 26 years feels like a while! I've heard that once you decide what you want to do, you'll realize there was a trail leading you there that you'll be able to recognize throughout your life. That was so true for me!

Hint #1. When I was seven years old, my family had to evacuate our home due to a tornado coming through and making it unlivable. The sweet family who took us in for those first weeks after the tornado had a collection of photo albums on their bookshelf chronicling their every day memories and family vacations to the Florida Keys. I'd spend hours going through them, over and over again, fascinated to learn about their family history. I think it helped me feel connected to them while I was sorting through what it was like to technically be homeless, away from what was familiar.

- #2. What was the first thing I ran to when we got to my grandmother's house each visit? The picture collages hanging throughout her house. I loved seeing me and my cousins as little kiddos, and the chic retro glasses my aunts and uncles sported to classic 90s BBQs.
- #3. At the age of 14, I began to obsess over our family collection of home videos and photo albums. It was around this time I also realized how awesome my big brother was! I already had a lot of respect for him, but there's nothing quite like watching him make sure I'm OK after sliding off a tricycle ("Jelsey, ar wu OK?" \*heart melts\*). Those photo albums helped me peek back through time, a theme throughout why photography means so much to me and a core factor in why I'm passionate about offering it to others.
- #4. Once I upgraded from disposable cameras to a Kodak point-and-shoot to take on a mission trip in high school, I took it with me *everywhere*. That nugget lived in my purse at all times, capturing youth group shenanigans that are thoroughly documented on Facebook.



### Case 3:19-cv-00851-JRW Document 3-4 Filed 11/19/19 Page 29 of 509 PageID #: 189

Now I see a dotted line woven through the roadmap of my life. After all, what was the first thing we rushed out of our home after the tornado hit when we heard "gas leak!" (no joke)? Our pictures! It was the sentimental value in the memories the photos represented that made them so valuable and irreplaceable. My hope is to give that gift to others - beautiful images that will represent special memories, become family heirlooms, and tell the story of each legacy represented, because it matters. If you'd like to invite me into your story to capture your life, I'd be honored. Whether it be a special event, family and couples portraits or some fresh head shots to land your next gig on LinkedIn, you can get in touch with me here, or leave a comment below to let me know you stopped by! Here's to big things coming!

Big shout out to Jenna Kutcher, who helped me take the plunge and taught me how to make a good net to catch my fall;) And thanks to my sweet new friend Laura of Laura Cook Photography. God brought you into my life at just the right time. Thank you for creating images that reflect my brand so effortlessly. To my husband, Derrik, who lovingly challenged me to to do something about my dream instead of getting lost in talking about it. You are the greatest gift on earth Jesus could have possibly granted me.

I think that's enough mushiness for this post! Thank you for reading this and being part of my journey. It means so much to me.

♣ Chelsey Nelson / ● 10 Comments





■ Photography

Photography, Creative Entrepreneur, Louisville Photographer, Family Photographer, Couples Photographer, Special Event Photographer, Photographer Styling, Wedding Photography

# **Wedding Celebration Services Agreement**

Entered into on				
Engagement Session is scheduled for				
Wedding is scheduled for				
Parties:				
Chelsey Nelson Photography, LLC				
Known as "Photographer,"				
And with				
Known as "Client"				
Collectively, all of the above people or businesses entering this Agreement will be referred to as the				
"Parties."				
Purpose of the Agreement				
Client desires photography, photograph editing, and blogging for the purpose of their wedding.				
Photographer has agreed to provide such services according to the terms set forth below.				
Services, Products, Schedule and Storage				
Package. Client chooses Photographer's Wedding Celebration Services package.				
<b>Services.</b> In this Agreement, "Services" means all of the services included in this section. Photographer				
shall provide Client with:				
<ul> <li>One pre-wedding consultation in person, by phone or via Skype</li> </ul>				
Bridal Guide Magazine				
Timeline Consultation				
One Engagement Session and online gallery				
Mileage for Engagement Session Travel and Wedding Day Travel				
8 hours of coverage on the wedding day				
Second photographer to assist on the wedding day if necessary				
3-5 High-Resolution Images delivered via an online gallery the day after the wedding date				

• Blog post highlighting the Photographer's favorite images from the engagement and

High-Resolution Images delivered via online gallery by \_\_\\_\_\\_\_\_

wedding

• Keepsake box with prints

Schedule. Photographer shall arrive no later than 15 minutes before the start time of photography coverage to provide Client with Services. Client will provide Photographer and their assistant with a meal of the same food served to guests and a reserved place to sit, either with guests or at a specific location near the reception area. Photographer will eat during the same period the Client (Bride and Groom) eats. Image Storage. Digital copies of photographs produced in the course of fulfilling this Agreement will be stored until delivery of final images and/or products. After \_\_\\_\_\_\_, Client releases Photographer from any and all liability for lost or damaged files or photographs.

### Cost, Fees and Payment

Cost. The total cost ("Total Cost") for all Services is \$_, and due in full by
A non-refundable deposit of \$ (30% of \$_,) is due at signing which secures your date and is
applied to the total cost for all Services.
Client shall pay the Total Cost to Photographer as follows:
30% of the total due on <b>\_\</b> , in the amount of \$
23% of the total due on <b>\_\</b> , in the amount of \$
23% of the total due on <b>\_\</b> , in the amount of \$
23% of the total due on <b>\_\</b> , in the amount of \$

**Fees.** Photographer's hourly rate is \$300 per each hour spent on Client's Services over the allotted amount of time purchased. Photographer makes reasonable efforts to enhance, retouch, and edit Client's images in based on Photographer's editorial and artistic judgment before delivery of Client's final images. If Client requests further retouching or edits after delivery of Client's final images, then Client agrees to pay Photographer for any additional changes Photographer makes at Photographer's hourly rate. If Client implicitly or explicitly requests Photographer to continue Services beyond the hours set forth in this Agreement, Photographer will invoice Client for additional time.

**Late Fees.** If Photographer does not receive payment from Client within fourteen calendar days of any payment date, then Client will be charged a late fee of 1.5% of the outstanding amount per each day that Photographer does not receive payment.

 For example, if Client owes Photographer \$1000 due on April 1 and fails to pay by April 14th. On April 15th, Client owes Photographer \$1015. On April 16th, Client owes Photographer \$1030.23.
 On April 17th, Client owes Photographer \$1045.68, and so on.

**Expenses.** Any expenses incurred by Photographer while providing Client with Services will be invoiced to Client in a timely manner. Such expenses include hotel stays for Events or ceremonies occurring **60** or more miles away from zip code **40220.** Client is responsible for paying for and delivering any third party products Client wishes Photographer to utilize by \_\_\\_\\_\_. At Photographer's discretion, Photographer will make reasonable efforts to integrate Client's suggestions.

### **Intellectual Property**

**Copyright Ownership.** Photographer owns the copyright in any and all images he/she takes pursuant to federal copyright law (Title 17, Chapter 2, §201-02, of the United States Code.) Any and all photographs produced in connection with, or in the process of fulfilling this agreement, are expressly and solely owned by Photographer to use in the reasonable course of business.

**Non-exclusive License.** Photographer grants to Client a non-exclusive, worldwide license of photographs produced with and for Client for personal use and for public use so long as Client provides Photographer with attribution each time Client uses Photographer's property publicly unless and until Photographer assigns her copyright to Client. Photographs will be deemed properly attributed to Photographer when it would be obvious to any reasonable observer, reader or viewer that **Chelsey Nelson Photography** provided the photograph for Client's use.

**Prohibited Uses of Photographs.** Some uses of Photographer's property are expressly prohibited in order to maintain the integrity and quality of Photographer's reputation and work.

- Any resale of the photographs through direct or indirect means, including, but not limited to: selling the photos as stock photography; selling or allowing use of the photos by a third party such as a corporation or advertiser.
- Any illegal assignment of Photographer's work, such as allowing third party use of a photograph online or in print without attribution.
- Any use of photographs, personally or otherwise, which does not include attribution to <u>Chelsey</u>
   <u>Nelson Photography.</u>
- Client expressly agrees not to produce derivative works of Photographer's property, such as, but
  not limited to, photographs of a photograph, scans into a computer, unauthorized photo collages
  or other works that incorporate a substantial portion of Photographer's property in a way that
  distorts or denigrates the photograph's high resolution.
- Any use deemed unreasonable or defamatory, at the discretion of Photographer.
- Any retouched or further edits of photographs that materially alters the composition of the photograph, such as by applying filters, changing the colors or other means of degradation, as determined by Photographer.
- Client will not purposefully try to hide or otherwise conceal attribution to Photographer, such as by printing attribution in such small print or font that the source of the photograph is not readily apparent to the reasonable viewer.

### **Appropriate Conduct**

Appropriate Conduct/Safe Working Environment: The Client(s) expressly agree(s) to ensure the appropriate behavior of all attendees at the wedding/event, and additionally agree(s) to undertake best efforts to ensure that all parties involved in the event, including but not limited to the Client(s), vendors, the bridal party, all guests, and any and all attendees, behave in a manner that provides the Photographer with a safe and comfortable work environment. Any threatening, hostile, inappropriate, or

offensive behavior of any kind, and any other behavior that compromises the safety or well-being of the Photographer or photography equipment or constitutes a hostile work environment will not be tolerated. What constitutes such behavior is up to the sole discretion of the Photographer in accordance with the standard of a reasonably prudent person, and will be dealt with as follows: (a) after the first offense, the Photographer will verbally notify the offending person and either the Client(s) or family member of the Client(s); (b) after the second offense, the Photographer will verbally notify the Client(s), and the Client(s) will remove the offending person for the remainder of the event (c) after the third offense, the Photographer will end wedding coverage immediately and leave the event. If the Photographer leaves the event after a third offense, the Photographer shall be entitled to retain all monies paid hereunder, the Client(s) will not be entitled to any refund, and the Client(s) agree to relieve and hold Photographer harmless as a result of incomplete wedding or event photography coverage, or for a lapse in the quality of the work.

### **Artistic Releases and Limit of Liability**

**Exclusivity.** Client understands and agrees she has hired Photographer exclusive of any other service provider for the Services listed in this Agreement, and no other photographers, other than any assistant or third party that Photographer has hired to complete the Services, are permitted to provide the same Services, paid or unpaid, unless prior permission is granted by Photographer. Client accepts and agrees that third party photographers, whether professional or not, may impede Photographer's access to the bridal couple and/or clients for crucial photos, and it is Client's responsibility to ensure Photographer always has the best angle and/or position as determined by the Photographer. If the Photographer feels its work is being compromised, Photographer has Client's permission to approach Client(s) to ask them to remove the obstructive party or parties. **Client initials** 

**Artistic Release.** Client has spent a satisfactory amount of time reviewing Photographer's work and has a reasonable expectation that its Services will produce a similar manner and style of aesthetic for Client. Photographer will use reasonable efforts to ensure Client's services are carried out in a style and manner consistent with Photographer's current portfolio and Photographer will try to incorporate any suggestions Client makes. However, Client understands and agrees that:

- Every client and wedding is different, with different tastes, budgets, and performance needs; and
- Photographer is an artist with a unique vision, with an ever-evolving style and technique; and
- Photographer will use its personal artistic judgment to create styled images for Client, which may not include strict adherence to Client's suggestions; and
- Photographer exercises and reserves the right to exercise complete and ultimate editorial
  judgment and control over all aspects of her services, including photography, editing, blogging,
  social media promotion, and all other Services; and
- Photographer will not provide Services in a manner that communicates messages contrary to Photographer's religious beliefs and artistic judgement; and

- Dissatisfaction with Photographer's editorial judgment and control or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.
- Client is responsible for delivering any props or furniture Client wishes to have by \_\_\_\_\_\_

**Loss of Images.** In the rare event that any or all images are lost, such as damage to camera or equipment, stolen camera or equipment or damaged film rolls, Photographer shall refund Client the corresponding percentage of lost images. For example, if 30% of the original images taken are lost, Photographer shall refund 30% of the Total Cost.

**Maximum Damages.** Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Photographer.

**Indemnification.** Client agrees to indemnify and hold harmless Photographer, its related companies, parties, affiliates, agents, independent contractors, assigns, directors, employees and officers from any and all claims, causes of action, damages or other losses arising out of, or related to, the Services provided in this Agreement. Client agrees to either secure a reasonable amount of insurance coverage to pay for any claims, causes of action, damage, attorney fees or other losses as a result of accident or negligence on behalf of the Parties to this Agreement, or if no insurance is secured, Client waives its right to directly or indirectly ask or force Photographer to pay for any such damages. **Client initials:** 

**Non-disparagement.** The Parties mutually agree not to make public defamatory statements that would materially harm the reputation or business activities of any Parties to this Agreement.

Model Release. Please see attached as Exhibit A.

# Cancellation, Rescheduling and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Photographer to render Services due to the fault of the Client or parties related to Client, such as failure of one or more essential parties to provide support or documents in a timely manner, Client shall provide notice to Photographer as soon as possible via the Notice provisions detailed in this Agreement. Upon cancellation or unreasonable delay, all outstanding fees are immediately due and payable to Photographer.

**Weather Delay.** In the event of a rain or weather delay, Client will be notified within 24 hours of any engagement session or wedding that its Services may be reasonably altered to fit the circumstances of the situation at the discretion of the Photographer.

**Force Majeure.** Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party that materially affects the Services provided in this Agreement, including:

- A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
- War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or

 Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

**Bad Faith Inducement:** Photographer is not obligated to accept all projects. In accepting Client's request for services, Photographer determined that providing its photography services for Client's wedding and surrounding events are consistent with and does not conflict with Photographer's religious and artistic beliefs and judgment and editorial discretion. However, Photographer may terminate this agreement if Photographer later determines that providing such services will effectively communicate or advance messages that conflict with Photographer's religious or artistic beliefs. If this occurs due to Client's material misrepresentation or fraudulent inducement, Photographer shall be entitled to compensation for the services as they would have been rendered.

**Failure to Perform Services.** In the event Photographer cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

- Immediately give notice to Client via the Notice provisions detailed in this Agreement; and
- Issue a refund or credit based on a reasonably accurate percentage of Services rendered or find a reasonable replacement to render Services; and
- Excuse Client of any further performance and/or payment obligations in this Agreement.

### **General Provisions**

**Governing Law.** Kentucky law governs all matters arising out of or relating to this Agreement. **Severability.** If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

**Notice.** Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

- 1. Email
  - 1. Photographer Email:
  - 2. Client Email(s):
- 2. Mail
  - 1. Photographer's Address:
  - 2. Client Address(es):

**Merger.** This Agreement constitutes the final, exclusive agreement between the parties relating to the Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment. The parties may only amend this Agreement by written consent via Notice.

**Dispute Resolution.** If the Parties cannot resolve a dispute or potential claim by means of good-faith negotiation, then the Parties will make a reasonable attempt to resolve their dispute through Alternative Dispute Resolution or Mediation before filing a civil cause of action.

**Headings.** Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

### **Exhibit A**

### Model Release

Future Use. Photographer may publish or submit for publication any photograph she owns that is produced in the course of fulfilling this Agreement for any reasonable and related purpose of Photographer's business, such as, but not limited to publication in:

- Photographer's own blog;
- third party blogs;
- magazines;
- publications;
- advertisements;
- stock photography sales; and
- any other reasonable commercial purpose.

**Notification of Use.** Photographer is not obligated to notify Client or anyone in photographs of Photographer's publication or other use of any image or images.

**Model Release.** Client releases her image and likeness for use in any of Photographer's images and understands these images may be used for any purpose of or relating to Photographer's business. .

Other subjects agree and understand as signed below:

Signatures	Date
Photographer	
Client	

### **Boutique Editing Services Agreement**

Parties:
Chelsey Nelson Photography LLC
(nown as "Editor"
and
Known as "Client"
Collectively, all of the above people or businesses entering this Agreement will be referred to as the Parties."

Entered into on

#### **Purpose of the Agreement**

Client wishes to hire Editor to provide services relating to Client's editing and enhancement services as detailed in this Agreement. Editor has agreed to provide such services according to the terms of this Agreement and pursuant to the Beliefs, Purposes, and Practices of Chelsey Nelson Photography, LLC.

#### **Editor's Brand and Goodwill**

Editor is a for-profit Limited Liability Company that exists to create positive stories celebrating beauty, goodness, and truth. As such, Editor exercises artistic and editorial judgment, creates artwork, and uses its platform to promote these values, which are informed and defined by distinct religious and artistic beliefs. Editor reserves the right to and shall decline any work or project that promotes messages, events, services, actions, products, or organizations inconsistent with these beliefs, including works that demean people, condone racism, sexually objectify someone, celebrate pornographic, vulgar, or obscene material, or otherwise contradict Editor's artistic or religious beliefs. These values form Editor's unique brand and goodwill ("Brand and/or Goodwill"). The Parties understand and acknowledge that Editor derives significant meaning and value from its Brand and Goodwill.

#### Services

Editor shall provide Client with the following services and/or products ("Services"): Boutique Editing Services.

### **Delivery of Services**

**Delivery of Services.** Editor will provide all Services within 10 days of receiving each individual gallery to edit unless otherwise specified in this Agreement. Culling services may lengthen turnaround times by 1-2 days.

### Cost, Fees and Payment

**Cost.** The total cost ("Total Cost") for all Services is due in full within 5 days of gallery file delivery. Client shall pay the Total Cost to Editor as follows: \$0.\_\_ cents per edited and enhanced image, and \$0.\_\_\_ cents per culled image (using the image count when full unedited gallery is received). Editor will send Client payment requests via Honeybook.

### Services, Products, Schedule and Storage

Package. Client chooses Editor's Boutique Editing Services package.

**Services.** In this Agreement, "Services" means any and/or all of the services included in this section. Editor shall provide Client with:

- Color Correction
- Straightening
- Noise Reduction
- Black & White Conversion
- Editing & Enhancement
- Culling (when specified)

**Schedule.** Editor shall deliver edited images no later than 10 days after receiving images or 12 days after receiving images if culling services are requested to provide Client with Services unless Editor gives written notice to Client, understanding that emergencies and peak editing seasons can lengthen turnaround time. If images are delivered to Editor after 5:00pm Eastern time, the 10 day turnover schedule will begin the next business day.

**Image Storage.** Digital copies of Smart Previews produced in the course of fulfilling this Agreement will be stored until delivery of final images and/or products. After <u>5 days</u> of delivery of final images and/or products Client releases Editor from any and all liability for lost or damaged files or photographs.

### **Intellectual Property**

**Copyright Ownership.** Editor's editing and enhancement techniques create derivative works protected by copyright law. Client agrees and represents that the subject matter and intended use of Editor's derivative works does not conflict with or compromises Editor's Brand or Goodwill. By virtue of this agreement, Editor agrees to transfer to Client all copyrights in any and all work(s) Editor creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States

Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Client and may be used in the reasonable course of Client's business.

**Permitted Uses of Product(s).** Editor grants to Client a non-exclusive license of product(s) produced with and for Client for personal and commercial use.

### **Works Created Pursuant to the Agreement**

In exchange for payment, Editor transfers ownership in full of all original works and intellectual property created by Editor during the course of completing the Services for Client. Editor's transfer of these works and intellectual property rights is contingent on Client's full and honest disclosure of the subject matter of, intended use of, and purpose for the derivative works. Client agrees to disclose information about the subject matter and any use of Editor-produced derivative works that threatens or compromises the integrity of Editor's Brand or Goodwill. Client understands that Editor relies on Client's representations of subject matter and intended use when evaluating whether to accept the project. Client agrees that any misuse in violation of this agreement or material misrepresentation or omission with respect to Client's subject matter or intended use of the works shall render transfer of ownership and intellectual property rights null and void. Similarly, such material misrepresentations or omissions shall result in the immediate termination of any license granted to Client by Editor.

#### No Guarantee of Work

This Agreement is not a guarantee of work by Client to Editor. This Agreement shall only state the Services to be provided by Editor as requested by Client.

### **Independent Contractor Status**

Editor is an "Independent Contractor" and not an employee of Client.

### **Non-Exclusive Agreement**

This Agreement is non-exclusive; Client may hire other people to provide similar services as being provided by Editor. Editor may provide services to third parties as well.

### **Termination Before Expiration or Completion**

**By Client.** Client may terminate this Agreement at any time by giving written notice to Editor. Upon termination, Client shall be responsible for compensation to Editor for Services rendered prior to Editor's notice of termination.

**By Editor.** With reasonable cause, such as Client's failure to comply with the terms of this Agreement, Editor may terminate this Agreement effective immediately upon giving written notice to Client. Editor may terminate this Agreement for any reason by giving thirty (30) days' written notice to Client.

**No Obligation to Take Projects.** Editor is not obligated to accept all projects. In accepting Client's request for services, Editor determined that Client's project is consistent with or provides no conflict for Editor's religious and artistic beliefs. However, Editor may terminate this agreement if it later determines that the project will ultimately communicate or advance messages or promote events, services, products, causes, or organizations that conflict with Editor's religious or artistic beliefs or will compromise Editor's Brand or Goodwill. If Editor, in its sole discretion, makes this determination, the agreement shall terminate and neither party shall be entitled to compensation or payment. However, if project termination results from Client's misrepresentation or concealment of the project, Client shall not be relieved of its obligation to pay Editor.

### No Fringe Benefits or Workers' Compensation Insurance

**Fringe Benefits.** Editor understands that it is not eligible to participate in any of Client's employee benefit programs, including pension, profit sharing, health care, vacation pay, sick pay, or other fringe benefit plan.

**Workers' Compensation.** Editor acknowledges and agrees that Client is not responsible for payment of workers' compensation insurance since the relationship is that of an independent contractor.

#### **Federal and State Taxes**

Editor shall pay all taxes incurred while performing Services under this Agreement, including all applicable income taxes, and self-employment taxes. Client will not withhold FICA (Social Security and Medicare taxes) from Editor's payments or make FICA payments on Editor's behalf.

### **Editor's Duty of Confidentiality**

Editor agrees that it will not, at any time, use or disclose any of Client's Confidential Information or any materials or information which Editor should reasonably expect to be confidential, including personal information related to Client's clients. Editor agrees that all Confidential Information is, and shall remain, the sole property of Client. Upon request, Editor shall promptly return to Client all materials containing or otherwise pertaining to Confidential Information. Editor agrees to not disclose business practices or techniques used by Client to any third parties.

#### **Artistic Release**

**Style.** Client has spent a satisfactory amount of time reviewing Editor's work and has a reasonable expectation that Editor will perform the Services in a manner and style similar to Editor's other work.

Consistent with Editor's own artistic style and judgment, Editor will strive to produce edited and enhanced images in harmony with and not inconsistent with Client's portfolio unless otherwise specified in this Agreement.

**Consistency.** Editor will use reasonable efforts to ensure Client's desired Services are produced in a style and manner in harmony with and not inconsistent with Client's current portfolio. Editor will try to incorporate reasonable suggestions made by Client. However, Client understands and agrees that:

- 1. Every client and project are different, with different tastes, budgets, and needs;
- 2. Services are often a subjective art and Editor has an ever-evolving style and technique to reflect the Client's work;
- Editor will use its artistic judgment and exercise its editorial and artistic discretion when providing Services for Client, which may not include strict adherence to Client's suggestions;
- Although Editor will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Editor shall have ultimate editorial judgment and control regarding the aesthetic judgment and artistic quality of the Services;
- 5. Dissatisfaction with Editor's editorial judgment and control or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

### **Limit of Liability**

**Maximum Damages.** Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Editor.

**Loss of Product.** In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Editor shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

**Indemnification.** Client agrees to indemnify, defend and hold harmless Editor and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Editor provides to Client.

### Cancellation, Rescheduling and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Editor to render Services due to the fault of the Client or third parties related to Client, such as failure to deliver the gallery file or failure of one or more essential third parties to adhere to an agreed upon schedule for the production of the gallery file in a timely manner, Client shall provide notice to Editor as soon as possible via the Notice provisions detailed in this

Agreement. Editor has no obligation to attempt to re-book further Services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for Editor to provide the Services due to the fault of Client (or third parties related to Client), and Editor will not be obligated to refund any monies Client has previously paid towards the Total Cost. Client is not relieved of any payment obligations for cancelled Services, rescheduled Services, failing to adhere to the agreed upon schedule for the Services, or should it become impossible for Editor to provide the Services due to the fault of Client (or third parties related to Client) unless the Parties otherwise agree in writing. For instance, if Editor is able to secure another, unrelated client for Services, then Editor may choose, at its sole discretion, to excuse all (or a portion of) Client's outstanding balance of the Total Cost.

### **Impossibility**

**Force Majeure.** Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

- 1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
- 2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
- Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

**Failure to Perform Services.** In the event Editor cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

- Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
- Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
- Excuse Client of any further performance and/or payment obligations in this Agreement.

#### **General Provisions**

**Governing Law.** The laws of Kentucky govern all matters arising out of or relating to this Agreement, including torts.

**Severability.** If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

**Notice.** Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

1. Email

- 1. Editor's Email:
- 2. Client Email:

**Merger.** This Agreement constitutes the final, exclusive agreement between the Parties relating to the Editing and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**Amendment.** The Parties may amend this Agreement only by the Parties' written consent via proper Notice.

Signatures	Date
Editor	
Client	



# WEDDING EXPERIENCE

A Guide for all Chelsey Nelson Brides



### WELCOME

Hello Bride-to-be and Welcome! This is such an exciting time for you! I'm sure your mind is racing with all that needs to be planned. It's all very exciting, but it can also be somewhat overwhelming. You're planning the day that you've been anticipating your whole life and yet you only get one shot at it! By the time you get the hang of it, the planning is over! My goal as a wedding photographer is to make this one aspect of the planning processs simple. Photography is more than just images, it's a real part of your day. Not only do you deserve beautiful images, you also deserve an amazing photographic experience. The goal of this guide is to help you plan your wedding day in a way that will allow me to provide you with the BEST experience possible. Since we're official, the next step is to plan your engagement session and then start chatting about wedding day details as we get closer to your date! I'm beyond excited to be working with you!! I cannot wait to get to know you two during your engagement session. Hugo says hi, too!



### GET TO KNOW CHELSEY

You may have already gotten a hint of this already... but I LOVE what I do! Documenting your wedding day is such an honor! Since we'll be spending a lot of time together on the big day, I want to make sure you really feel like you know me! So, here are some basic...

# WEDDING DAY FAVORITES

You may not realize this but every photographer has parts of the wedding day that they favor! You can read through three of my favorite parts of the wedding day and why these moments are close to my heart!



### BRIDAL DETAILS

I love starting off the day with beautiful details! I consider this my "warm up" time. These details allow me to be creative from the moment I begin shooting on your wedding day I love having this time to prepare for the rest of your day.



# BRIDE & GROOM PORTRAITS

Portrait time with the bride and groom is hands down my favorite part of the day! This is when I produce my best work and when my couples really get to enjoy their wedding day. I especially love the moment when the groom sees his bride for the first time! If I could photograph first looks all day long, I would!



# AFTER THE CEREMONY

The first few moments after the ceremony are so special as well! This is when the couple gets to hug, laugh and cry with those that they are closest to. It's emotional and it's so very special! I love documenting this part of the day.



## TABLE OF CONTENTS



- 8 Engagement Session Intro
- 9 Engagement Prep Tips
- 11 Engagement Session Start Times
- 14 Preparing Your Groom
- 17 Sample Timeline Breakdown
- 22 Weddings through the Seasons
- 24 Preceremony Prep
- 29 Bridal Details & Timing Tips
- 37 The First Look
- 46 The Daddy / Daughter First Look







- 48 Ceremony Prep & Tips
- 52 Planning Destination Weddings
- 55 The Family Formals List
- 56 Your Romantic Portrait Time
- 59 Trusting the Portrait Locations
- 60 Rainy Wedding Days
- 64 Reception Planning
- 68 The Controlled Exit
- 70 Creating Your First Heirloom
- 72 Your Online Gallery Explained



# ENGAGEMENT SESSION

Now that you have picked a date, a photographer and probably a venue as well, you can celebrate! Those are some of the toughest decisions in wedding planning and you can cross them off your list! Hooray!! Now on to the fun stuff... like your engagement session! I include engagement sessions in my Wedding Collections because I truly believe that they are a VITAL part of the entire process. During your engagement session, you'll have the chance to get to know me, experience how I shoot and how I handle posing and lighting. This session will make a HUGE impact on how the wedding day flows. I'll arrive on your wedding day already knowing how you two interact, what your best poses are and how to photograph you in a genuine way! What I will learn about you during your engagement session is invaluable. You will feel like such a pro on your big day because of the great practice you had during your engagement session, and that's how it should be!

Your engagement session can be scheduled anytime before your wedding day. I normally suggest booking it at least 3-6 months in advance to avoid stress.

I typically shoot engagements on weekday evenings, normally from 5-7pm depending on the light and the time of the year. In the winter months, 3-5pm is a normal time frame for an e-shoot! As you start to plan for your engagement shoot, you will need to start brainstorming about location ideas. I LOVE it when couples pick a location that is special or sentimental to them in some way! If you can't think of anywhere specific that you would like to shoot, I can help you decide on a location. As long as the light is great, I can make ANY location look awesome! I can shoot at farms, campuses, downtown alleys - you name it! I'm serious! Do not shy away from crazy ideas! The more creative, the better. Be sure to keep reading to find out more about outfit ideas and inspiration!

## ENGAGEMENT PREP

It's always a little intimidating to have your picture taken .... even if it's just a photo on an iphone that is taken by a friend. We still want to look nice, make sure nothing is in our teeth and that our hair is behaving! I realize that preparing for your engagement session can be a little overwhelming. Here are some tips for outfits and accessories that will make the e-shoot preparation a little more managable!







- Don't try to MATCH...try to pick outfits and accessories that coordinate instead. If everyone wore the same exact color at their e-shoot, how boring would those images be?
- Don't be afraid to be BOLD! Accessorize and make your outfits your own! Scarves, bold necklaces and fun shoes are always welcomed!
- MOST PATTERNS are actually ok.... however, graphics are not favorable for portraits. If you're wearing a pattern, make sure it's not overwhelming and distracting.
- Be sure to check out my Pinterest boards for more outfit inspiration if you're having trouble!
- Empty your pockets! Literally. You don't want to have key chains or phones showing through your pockets. (This is for the guys especially!)

- Most often, couples like to have one casual, everyday outfit and then one outfit that is dressier! This will give your shoot two totally different "looks". I recommend beginning with the dressy outfit first!
- Make sure you're comfortable in what you're wearing. And ladies, if the top is super low cut, that will limit the amount of angles I can shoot from.
- BE ON TIME! The sun is only out for so long! The later you arrive, the less time we have to shoot! And nobody wants that!
- Clean the ring! I love to shoot a few rings shots while you change outfits! The cleaner the better!
- Relax! You don't have to be a pro at this. I'm going to help you along the way and it's going to be a blast! Enjoy this time together, and make a date out of it! Plan dinner afterwards and celebrate!



# ENGAGEMENT SESSION Approximate Start Times

# WINTER Dec-Mar 3-5pm

During December through Mid-March you can plan on your engagement session taking place around 3-5pm. However, the time changes in Mid-March and so that will make the start time one hour later.

# SPRING

Apr-May - Varies

The sunset time drastically changes throughout the course of these two months and so our shooting times change as well. You can plan on approximately 5:30-7:30 in April and 6:00-8:00 in May.

### SUMMER

Jun-Aug 6:30-8:30pm

Summer engagements, just like all engagements, take place two hours before sunset. This will hopefully mean that the shoot will be during the cooler part of the day.

### FALL Sept-Nov - Varies

The sunset time changes drastically during these three months. In Sept, you can plan on 5:30-7:30 until the third week and then you can plan on 5:00-7:00 until Mid- Oct. After the first week of Nov, 3:00-5:00pm.

## LOGISTICS:

- I typically photograph engagement sessions on weekday evenings because my weekends are dedicated to family time and photographing weddings! But if Saturday is the only day that works for you, let's chat.
- I love shooting at gorgeous locations. I recommend two locations max for engagements. A general rule of thumb is the more locations and outfits, the less images, but the more variety you'll have!
- I can do sunrise sessions if necessary (on Saturdays).









### PREPARING YOUR GROOM

If you're a bride that is a little anxious about how your groom is going to react to this whole "picture" thing, you're not alone. But I have great news for you.... you both are more photogenic than you think! I am constantly surprising couples by discovering their hidden modeling skills and the most common response from Grooms is "That wasn't as bad as I thought! It was actually fun". Boom! Mission accomplished! When the groom says that taking pictures was FUN, I have done my job well. Your engagement session is supposed to be fun and relaxed, not forced or awkward. As you prepare for your shoot, there are a few things that you can do to help your groom know what to expect.

First of all, I highly recommend that you allow for

plenty of time to get to your shoot! There is nothing worse than when a couple shows up late, and they have been arguing in the car! That is definitely going to put your groom in a bad mood! Last but not least, remember to have patience with him, and don't assume that he's not going to have a good time... I think you'll be surprised how much you will both enjoy your session with me!





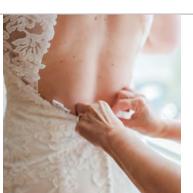
# SAMPLE TIMELINE

# Bridal Details 2:30-3:15



Every bride loves having those beautiful shots of her bridal details. It's an important part of the story and I love having some time to shoot the dress, shoes, jewelry, invitations, etc. These shots allow me to get warmed up for the rest of the big day. I normally like to allow at least 45 minutes for this part of the day. While I'm shooting details, I'm also capturing some shots of the bride and her girls getting ready! If the groom is getting ready nearby, my assistant will begin photographing the boys close to 40 minutes before the first look since it always takes them less time to get dressed!

After the details have been photographed, it's time for the bride to get into her dress! This is a big moment! I usually ask the mother of the bride and all of the bridesmaids to be dressed by the time the bride is ready to get into her dress. This ensures that everyone will look nice in those images. After the bride is in her gown, she can put on her jewelry, veil, shoes, etc. and I will shoot some additional bridal portraits!



3:15-3:45 Bridal Prep

First Look 4:00



This is one of my favorite parts of the wedding day! I will find the perfect location for my couple's First Look prior to the getting ready portion of the day! Don't stress about that one bit! I will make sure the location is private and as secluded as possible.

Here's the page that can be somewhat intimidating! The TIMELINE! I know this isn't the most exciting aspect of the wedding day, but this is the one thing that can make or break your photography! These next two pages will outline an ideal wedding day working off of a 6pm ceremony timeframe. This ideal timeline is also based off of a wedding day that includes a first look. Remember that all wedding days are different, and your timeline may differ due to travel times and unique situations.

*Portraits* 4:15-4:45



After the bride and groom take their time with the First Look, I will begin taking a few romantic portraits of the two of them while the initial excitment is still present! I will find the locations for these shots as well! Remember, the LIGHT determines where we shoot and so I can't decide on portrait locations until the dayof. As we shoot these portraits, the bridal party can start making their way to us for Bridal Party portraits!

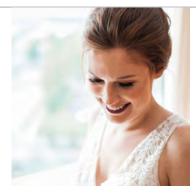
Bridal Party Portraits 4:50-5:20



Now it's time for Bridal Party shots! I buffer in extra time throughout the day just in case we have some unexpected things that hold us up! One way to make sure we stay on schedule for bridal party portraits is to have someone put the boutonnieres on the guys BEFORE they arrive for portraits. During Bridal Party portraits, my assistant and I will make sure to take some.....

..... great shots of the guys and girls both separately AND together!

After bridal party portraits are complete, the bride will go into hiding so that early guests don't sneak a peek, and the ushers will begin their duties.



5:30-6:00 Bride in Hiding

# THE TIMELINE CONTINUED...

# Reception Details 5:30-5:50



If the reception is in the same location as the ceremony, I will use this time to shoot the reception decor UNTOUCHED. If the ceremony and reception are in different locations, I recommend having a cocktail hour outside of the main reception area if possible so that I can grab some great shots of your reception before the night begins and guests start laying down purses and coats on their seats!

It's time to get married! Most ceremonies are 30 minutes long. If your ceremony is longer than 30 mins, we'll make adjustments to the timeline. Cherish these moments. Your ceremony will pass by so quickly!



*Ceremony* 6:00-6:30

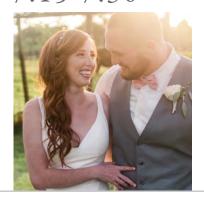
# Family Portraits 6:40-7:10

Family formals normally take place immediately following the ceremony. It's best to save all of the family formals until after the ceremony because ALL family members will be present at that time.



We'll need about 30 mintues for family formals and I will send a questionnaire before the wedding where you can list out the shots that you want. I recommend shooting portraits outdoors if possible so that they resemble more natural family portraits, especially if the ceremony location is dark!

A Few "Just Married" Portraits 7:15-7:30



7:00pm is the BEST time of day for portraits in the late spring, summer and early fall! This is when the sun is glowy and golden. I love having a few extra minutes with the bride and groom to take a few "Just Married" portraits right after family formals!

Reception Begins! 7:30



This is when the bridal party lines up for introductions and the party begins! By this part of the day, my timeline isn't as strict. I work off of the natural light and so after the sun is set, my portrait time is over and I begin focusing on the reception events!

I include 8 hours of coverage so that
I can be present for the main events
of the reception and about an hour
of dancing! If you're interested in
having your exit photographed,
there are several options for this!
You can either add additional coverage or plan a faux exit with just your
bridal party! We have had GREAT
success with this and the party never
stops! Email me about this if you're
interested in learning more!



*The Exit* 10:30

### APPROXIMATE TIMES:

**DETAILS & PREP: 1.5 HOURS** 

FIRST LOOK & PORTRAITS: 30-40 MINS

BRIDAL PARTY: 30-40 MINS FAMILY FORMALS: 30 MINS

EXTRA PORTRAIT TIME: AS MUCH TIME AS YOU'LL

GIVE ME!





# Portrait & Timing Tips for: WINTER, SPRING, SUMMER & FALL

#### WINTER

Winter weddings are gorgeous! However, they do take some additional planning simply because of the sunset time. The hard part about a winter timeline is the fact that the sun sets around 4pm. This means that all of your portraits have to be done before then! This isn't a problem if you're having a late afternoon wedding. However, if you're planning on having a late evening wedding, you may have a bit of down time from 4pm until the start of the ceremony. You will also need more coverage time as well.

### SPRING

Spring weddings are wonderful because they are the perfect temperature! However, I recommend having plenty of Claritin and Zyrtec on hand just in case allergies start to flare up during portrait time. Spring weddings normally mean the potential for some blooms! If we happen to find any type of blooming tree or plant, it will be worth it to give us a few minutes for portraits with it! You'll LOVE the result!

### SUMMER

Summer weddings are amazing! I love that there is so much daylight! In some months, the light will last until 8:30pm! So, if you're having a summer wedding, you'll need to plan on having a few minutes to slip out of the reception for your sunset portraits! You will NOT regret this! This is the absolute best light of the day and you're going to want to have portraits during this time period. Usually these portraits happen during dinner or open dancing so that no one even notices that you're gone for a few minutes!

#### FALL

Fall weddings are my favorite! Most fall brides worry about color, and I just want to encourage you that all I need is one tree with some color in order to make it look like fall. A little bit of color can go a long way! Your portrait time will vary depending on your wedding date. We'll be sure to discuss this when we approve your final timeline!

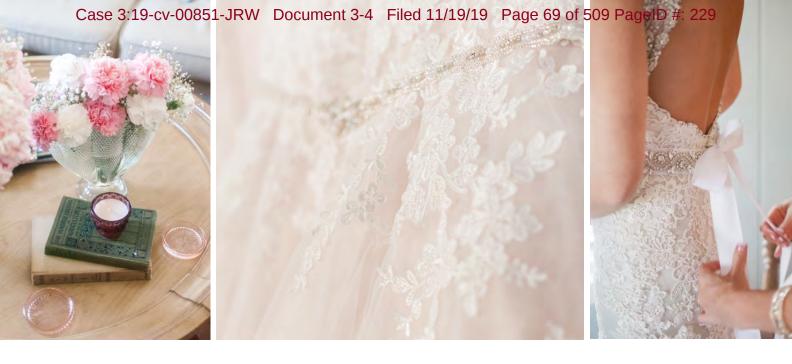






# Let the day begin!

This portion really sets the stage for the entire wedding day. The next few pages will share tips and tricks that will ensure a seamless morning of bridal preparation and beautiful portraits!



# GETTING READY

It's the morning of your wedding! Hopefully all of the little details are taken care of and you're relaxing with your best friends while your hair is being done. If certain items haven't been checked off of the to-do list, it's time to hand them over to someone else. Delegation is a key part of a stress-free wedding day. I know it's hard to hand over the decorating duties and all of the last minute things that need to be done, but it really is important to relax the morning of your wedding. The rest of the day is going to be fast paced and filled with a lot of emotions! Take advantage of this down time. There are a few things to consider about the "getting ready" portion of the day. Do you want to share a "first look" with your dad or any other person who plays a huge role in your life?

Will you and your groom be exchanging gifts during this time? If so, who would you like to deliver them? Are there certain women in your life who would appreciate seeing you get into your gown? Some brides want very few people around for this moment. Other brides love having aunts and grandmas present! It's totally up to you! A few other things to consider.... as you get ready to put your dress on, refrain from putting any jewelry on. I love shooting all of those final steps once you're in your gown! Speaking of the gown, if your gown is on a plastic hanger, try to make a note to bring a wooden hanger along for picture sake. If you forget, no big deal! I'm a pro at finding wooden hangers at venues! Keep reading along for more "getting ready" tips to help you prepare!





App. 72



## RINGS, SHOES, JEWELS ...

The whole day begins with the DETAILS! This is one of my favorite parts of the wedding day, because it allows me to prepare and get my creative side warmed up for the rest of the day! I photograph a bride's details in a way that matches and showcases the style of the entire wedding day. So, in some ways, the details set the stage for the look of the whole wedding and I love having ample time to stylize, and shoot everything from the dress, to the jewelry, to grandma's handkerchief! To the right, you'll find a list of the most common details that I shoot. I ask brides to gather any details they have before I arrive so that I can walk in, say hello, give you a big hug and then begin with all the goodies! (Please assure your mom that I will take GREAT care of the dress, I promise!)







# WHAT TO BRING

dress
veil / hair pieces
rings (all three)
shoes
bouquet & bout
jewelry
perfume
invitation suite
borrowed & blue

# DAY-OF REMINDERS







GATHER the goods.

If possible, collect all of your details before I arrive so that I can begin quickly and have more time for some "getting ready" shots of you and your girls!

EXTRA elements.

Sometimes, depending on the theme and "look" of the wedding day, there may be some extra elements that you could include when you gather your details. For eample, if you're having a country themed wedding, you could include a piece of burlap or lace. If you're having a rustic themed wedding that includes some wooden elements, maybe save a small piece of wood for me to use when I'm shooting your rings and jewerly. This REALLY makes for beautiful, consistent album spreads!

KEEP all three rings.

The most common detail missing when I arrive are the rings! Moms, officiants and planners will tell you to hand over your wedding band to the best man before the day begins. However, it's actually better to hand it over during the bridal party portraits so that I can shoot some great ring shots in the AM! If you forget, no worries, I can always shoot the ring shot at the reception if there is extra time!

BRING the bouquet.

Don't forget the Bouquet! Have the bouquets and bouts delivered to the bride before the first look so that she can have her bouquet in her portraits. No worries, if it's hot, we'll be sure to keep it in water as much as possible before the ceremony!

## Case 3:19-cv-00851-JRW Document 3-4 Filed 11/19/19 Page 77 of 509 PageID #: 237

When you're planning a wedding day timeline, the best advice I could give is to ADD CUSHION TIME! Sometimes the most simple things can take an extra 20 minutes and then all of a sudden, the whole morning is thrown off. I have seen "getting the bride in her dress" take almost 40 minutes because of a button malfunction. It's a smart idea to add in an extra ten minutes here and there so that we have some wiggle room to work with! This way, if one part of the day gets thrown off by 20 minutes, I can help you compensate that time in other areas. There are so many different things to think about when you're planning a wedding day, and so here are some tips for the preceremony timeline! I realize that every single wedding day is different and so not all of these tips will apply to every wedding day schedule. Something else to consider is that not EVERYTHING will go as planned, and I promise you, that is completely normal.







# BOUQUETS AND BOUTS

You will need your Bouquet & Bouts for your First Look! Have them delivered to the room where the bride is getting ready.

## TRAVEL TIME

Be sure to think about the travel time and TRAFFIC to and from your getting ready location and your venue!

# HAIR & MAKEUP

I encourage brides to have at least their makeup done before I start because who wants a ton of shots without their makeup on?! Nobody.

## GROOMSMEN PREP

My second shooter will photograph the guys getting ready if they are getting ready in the same location as the bride or within 10-15 mins.

# TIMING TIPS



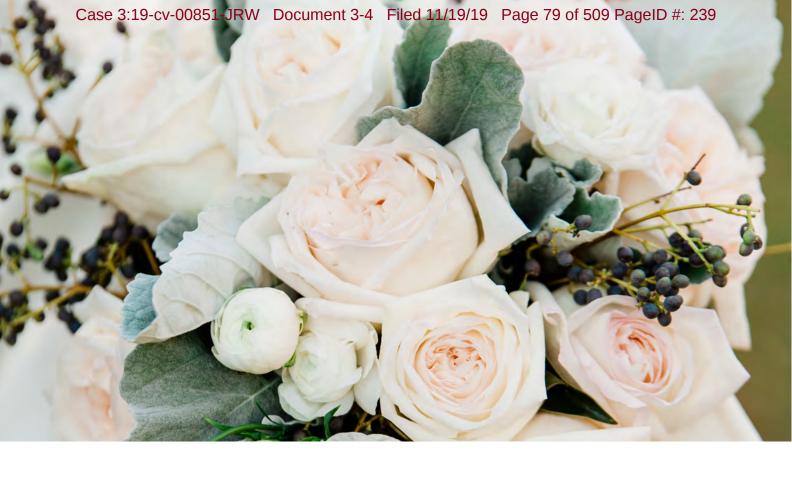


# GETTING IN THE DRESS

I'll instruct you to get into your dress close to a window and it would be fabulous to have your bridemaids dressed when you're getting in your gown!

# CREATE A CUSHION

A 10 minute cushion every now and then is a GREAT idea! It's amazing how fast time slips away the day of!



## THE BRIDAL BOUQUET

There are so many expenses when it comes to wedding planning. Many brides have to prioritize what they want to invest in. I just want to give a little tip that can save money and make a huge impact on the way your images turn out. If you're having trouble making a decision about your florals, here is what I suggest. I recommend making your bridal bouquet a big priority! When I'm photographing a wedding, if the bride has a gorgeous bouquet, I can make the entire day look like there were beautiful florals everywhere! I can use the bridal bouquet to spruce up bridal details, reception details AND even bride and groom portraits as well! The bridal bouquet is a focal point for me when it comes to your photography, and so I highly recommend getting your DREAM bouquet and investing less on the bridesmaids bouquets since they will not be photographed nearly as much.

## VEIL OPTIONS

I recommend that the bride only wear her veil when she comes down the aisle and I recommend this for three different reasons. 1. This is something new for your groom to see when you're walking down the aisle! 2. A lot of times, during a First Look, the groom is so excited to see his bride that he accidently pulls the veil out when he throws his arms around her! And 3. Saving the veil for the ceremony ensures that I will get some "Just Married" portrait time with the couple because EVERY bride needs to have a "Veil Blowing in the Wind" shot of their own! This isn't a rule I ask all brides to follow - it's simply a suggestion.









I have confessed my deep love for "First Looks" numerous times. There is a reason for this. They're AWESOME! However, not everyone is aware of how awesome they are, because they get caught up in how "non-traditional" it is, and they immediately write it off. I can talk about those brides because I was one of them! I wanted a REACTION....I wanted Derrik to be so surprised and overcome with joy when I walked down the aisle that he bawled at the first sight of me! Isn't that EVERY girl's dream? Who doesn't want that reaction? Luckily, you can have the best of both worlds.

After experiencing my own wedding and shooting many others.... I've come to this conclusion. Some brides love "traditions".... but what a bride REALLY wants when it comes to her groom seeing her for the first time, is a REACTION. Those who are not interested in a First Look usually think that by seeing each other beforehand, they will lose part of that reaction. They also assume that it will not be as emotional or as intimate as it would be if they were coming down the aisle. What I have found (this is starting to sound like a research paper!) is so ironic! Everyone knows that wedding days are a bit stressful for the bride and groom.

The whole day is focused on them, they need to look their best, they need to be on time, the groom has no idea what side the boutonniere is supposed to go on and little by little... the tension grows.

It's before the ceremony and the gravity of what is about to happen starts to sink in and the calm, collected groom who was playing golf just a few short hours ago is now starting to feel a little anxious. So what happens next? The groom waits in a little room somewhere for his que from the coordinator. It seems like it's taking FOREVER. Finally, the coordinator leans her head in and hurries the groom to get ready. With clammy hands, the groom enters the ceremony and what does he find? .... he finds anywhere from 80-300 people and they're all looking where? Right at his face... because everyone has expectations and anticipation about his first reaction. This is the farthest thing from a private, intimate moment. Sure, it's SO powerful and SO wonderful. It's magical..... But when a bride walk down the aisle... their groom doesn't have to be a nervous wreck...especially if he's spent the morning with his bride and best friends - the pressure is OFF. By the time the ceremony rolls around, he's ready to ENJOY their beautiful day!

The nerves were gone and when the nerves are gone... true emotions are free to be expressed. And OH are they expressed! So if I were to condense what I just wrote... basically, Grooms normally become incredibly nervous on wedding days.... even if they seem cool and collected.

## Case 3:19-cv-00851-JRW Document 3-4 Filed 11/19/19 Page 84 of 509 PageID #: 244

For most grooms, the nerves kick in before they see their bride because when they see her, everything becomes VERY real! So when the nerves start creeping up, instead of keeping the groom in a secluded space until his time to enter the ceremony, what if you took him to a private place... no people, no on-lookers, no distractions.... and you let his beautiful bride, the love of his life, quietly call his name and have him turn around to see her for the first time. He would turn around and finally get his first look at his stunning bride and not only would he get to see her... he could embrace her... cry with her.... kiss her... and ENJOY that moment with her for as LONG as they wanted. As she shows him her dress, twirls a few times and then asks him what he thinks... his nerves start to diminish. After all, she's the one who can make him most comfortable anyway.

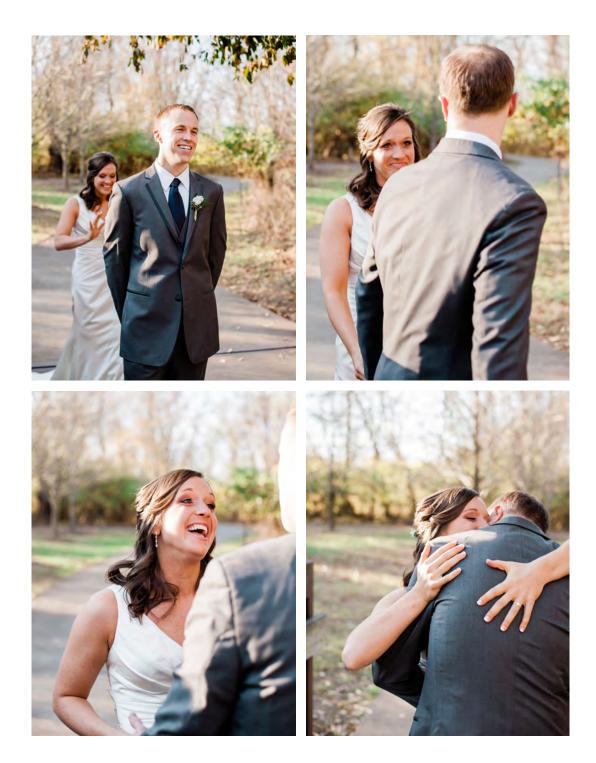
Because they aren't on a time crunch... they casually move into their romantic portraits. No one is around, the coordinator isn't announcing "15 minutes left", and there's no pressure. It's just the two of them and their photographer..... capturing the excitement and the joy of their wedding day. This is their time to be TOGETHER...and to be ALONE. When does that happen on a wedding day? Without a First Look.... it doesn't. After their romantic portraits are done, they meet up with their best friends. Their bridal party joins them and because they still have plenty of time to spare... the bride touches up a little makeup while the boys act like boys. After a few minutes the bridal party portraits begin and they're FUN. They're FUN, because there is time to make them FUN.

There aren't any guests waiting impatiently at the cocktail hour and there isn't a DJ coming to find the photographer to get a time check. It's wonderful!

After portraits are done, the girls and guys separate and prepare for the ceremony. The guests begin to arrive and the ushers are in place. Pretty soon it's time for the processional music to begin and one by one, the bridesmaids make their way down to the front of the ceremony. As the groom clasps his hands... they aren't clasped out of nervousness but excitement. The music builds, the mother of the bride stands and all of the guests follow her lead. The groom looks up, and here comes the BRIDE!!! His best friend, his companion, his sweetheart.....she's stunning.... ABSOLUTELY stunning. The closer she gets, the bigger he smiles.

Now let me put a disclaimer on here before we continue...my clients are not required to do a First Look by any means! I don't want to push anything on them. However, I've seen the benefits of a first look over and over again, and so I only share this because I want the BEST for my couples!! It's totally ok if couples choose not to share a first look. It's just my preference to do one for many reasons.... Keep reading to find out more of the benefits of sharing your first look privately. For brides not interested in a First Look, lets start chatting soon about how we'll create a special timeline to fit everything in!





# FIRST LOOK | Why it's Worth It

#### **40% MORE PORTRAITS**

You're investing a lot into your wedding photography. With a first look, you'll receive 40% MORE portraits of the two of you... and those are the images you will decorate your first home with! (Believe me, our house is full of our portraits!) With a first look, you make the most out of this large investment and get the most for your money.

#### **ENJOY THE SURPRISE FREELY**

You actually get to have intimate time on your wedding day with your man. Most brides don't realize that when you come down the aisle and totally SHOCK him with your gorgeous-ness... he can't even tell you how amazing you look. He can't touch you, embrace you or even SPEAK to you. You have to wait until 30 minutes later when the ceremony is over for him to react and tell you how amazing you look. And after 30 minutes of the ceremony, the reaction isn't the same as the initial first glance.

#### **EXTEND YOUR DAY BY 3 HOURS**

First Looks allow you to extend your wedding day. Normally the wedding day would start when you come down the aisle, then the ceremony would end, you would rush through portraits so that you're not late for the introductions and then it's reception time. With a first look, your wedding day is extended by almost 3 hours! Instead of being rushed for your bridal party portraits... you actually get to enjoy them and have fun hanging out with your BEST friends on your wedding day. The WHOLE first half of your wedding album could be filled with images just from this time together before the ceremony.

### YOUR ONLY ALONE TIME

First Looks allow you to be TOGETHER and alone on your wedding day. Normally portraits are a little rushed after the family formals, and it can be hard to really get back into that "lovey dovey" mode.... especially with family present. When you have just shared your first look, you're READY to love on each other, and I always capture some super sweet images during those moments!

#### **DIMINISHES NERVES**

You get rid of your nerves! It's normal for grooms to not be fans of it at first. However, because they have never experienced their wedding day before, they don't know how nerve racking it can be. This is an opportunity to be SO much more relaxed and ready for the ceremony!



#### FOR THE BRIDE

# FIRST LOOK EXPECTATIONS

Bride's, if you have never seen your man cry or get emotional, you can't expect him to be overly emotional on your wedding day. Some guys just embrace their brides and never cry.... and that's OK. Some guys show very little emotion when their bride is coming down the aisle and that's ok too. Just enjoy this amazing day, and try not to put any expectations on him. If you take this advice to heart, I could potentially be saving you a lot of disappointment on your day. One thing I've noticed after shooting weddings is that the stress and nerves that come with a wedding day can sometimes make it hard for some grooms to truly express their emotions. It's just a lot to take in all at once. This is a great reason to share a first look and also a great reason to give some grace to your guy! Sure, you deserve to feel beautiful, but my encouragement to you is to enjoy this time together, no matter what his reaction is like!





# The Daddy / Daughter

# FIRST LOOK

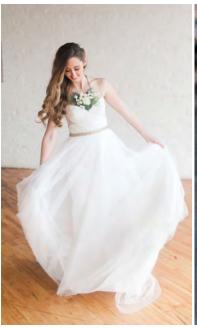
This is for all of the brides who have a sweet spot in their heart for their dad. I have to admit that Daddy/Daughter first looks make me a little teary. For a lot of dads, this is when everything feels real and it hits him... "My baby girl is getting MARRIED!" These are precious moments to photograph and I highly encourage any daddy's girl to make time in their timeline for this moment. It doesn't take long at all! The hardest part is making sure dad shows up on time! If dad doesn't show up on time, the whole timeline can get thrown off, or we'll have to skip the daddy/daughter first look. Another sweet idea we've seen is having the father of the bride escort the bride to her first look!



# THE CEREMONY

Here it is! The moment everyone has been waiting for! The music is playing and the guests have been seated. Ushers make their way to the back of the church, and the coordinator is lining up the bridesmaids while giving the musicians a 5 minute warning. The bride is about to walk down the aisle to the love of her life..... and if she's like most girls, she's dreamed about this moment for a long time. Vows will be shared and promises will be made... this is what it's all about. In a world full of wedding blogs, Pinterest and bridal magazines, it's easy to be overwhelmed and consumed by the "prettiness" of the event. While details do matter and planning is necessary, it's important to never lose sight of the real purpose of this amazing day!







## LIGHTING

Ceremony lighting is really important. If you get married outdoors at 12pm, the lighting will be extremely harsh and not only will there be harsh lines of light on your faces, you will also be squinting. I suggest planning an outdoor ceremony 2 hours before sunset if you are having a FIRST LOOK. If you are not interested in sharing a first look, then I would suggest having your ceremony 3 hours before sunset to ensure that you will have plenty of time for all of your portraits afterwards. The lower the sun, the more romantic the lighting. If you are having an indoor ceremony, it is always best to have EVEN lighting at the altar. If there are two spotlights on the bride and groom, I will not be able to expose the rest of the bridal party. It is better to have soft, even light acorss the whole altar.

# ORDER OF SERVICE

You have so many options do so many AMAZING things during your ceremony. Some couples opt to washing each other's feet, symbolizing that they want to serve each other for the rest of their life. Some couples share in communion while some light a unity candle. There are sand ceremonies, rope ceremonies and the signing of the family Bible. The options are limitless! As you plan your ceremony, make sure you design it to be exactly what the two of you envision it to be. This is your day! If you have the freedom to be creative, then by all means, be creative.



# PROGRAMS & DETAILS

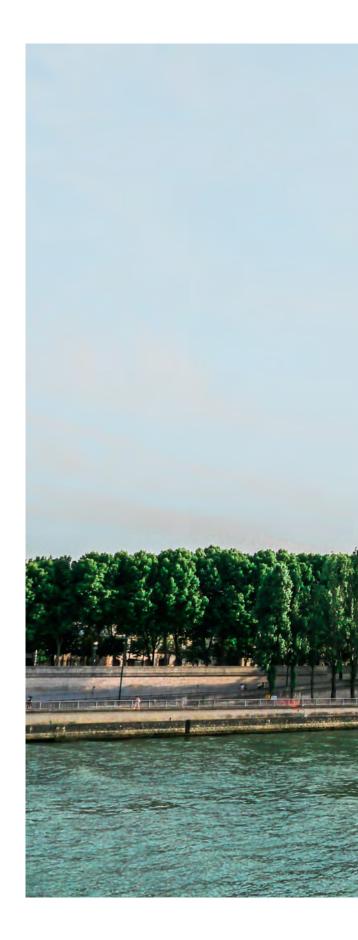
The BEST advice I have for the program-making process is to remember that not EVERY guest needs a program! While you may want to print a program for everyone attending your wedding, most families only take one. You may end up with many extra programs! Also, before ordering your programs, have SEVERAL people check it for spelling and grammatical errors. Programs and the ceremony decor are things that the bride can plan in advance but then delegate the actual job of setting it up to a friend or coordinator. The last thing a bride needs to be doing the morning of her wedding is running around setting up floral arrangements! This leads me into my next column!

## COORDINATION

Hiring either a full event planner or just a day-of coordinator is SO important!! Brides realize very quickly that if they do not have someone in charge of the coordination of the day, that responsibility will automatically fall on the mother of the bride, the photographer or the BRIDE! When a photographer is in charge of the timeline and the coordination of the day, the images will suffer. All of my most stressful wedding situations were caused by a lack of organization and coordination. It's so important to make this a priority. If you need any recommendations on wedding coordination services I would love to share some of my favorite vendors with you!

# DESTINATION Weddings

If you are planning a destination wedding, a lot of the details in this guide will not apply to you! Your details, your timeline and even your preparation for the big day will be much simpler. However, it is a good idea to start thinking about a few key components of the day such as: your ceremony time and your ceremony/portrait locations (some destination weddings require some planning to find portrait locations without tourists in the background). Be sure to check the sunset time at your wedding location before settling on your ceremony time. As your wedding day draws closer, we'll begin to chat about the timeline of the day and the travel arrangements. Get excited!! This is going to be amazing!!











## Sample List for

# FAMILY FORMALS

I absolutely love meeting my couple's families on the wedding day! Family formals are normally my first interaction with them so I love to have a game plan for this part of the day. Eight weeks before the wedding, you'll receive a questionnaire from me that will ask you to list out the family formals you want me to capture. Here is a sample family formal list to help you start preparing what shots you need. I do have to limit the family formal time in order to ensure that we have plenty of daylight for your romantic portraits. However, any large family group shots that we don't accomplish during family formals, we can be sure to capture at the reception!

B&G with Bride's Immediate Family (Parents, Siblings, Grandparents, Nieces, Nephews) B&G with Bride's Parents B&G with Bride's Siblings Bride with her Parents Bride with Mom, Bride with Dad B&G with Bride's Grandparents B&G with both sets of Parents B&G with Groom's Immediate Family (Parents, Siblings, Grandparents, Nieces, Nephews) B&G with Groom's Parents B&G with Groom's Siblings Groom with his Parents Groom with Mom, Groom with Dad B&G with Groom's Grandparents B&G with all family members if time allows

## ROMANTIC PORTRAITS

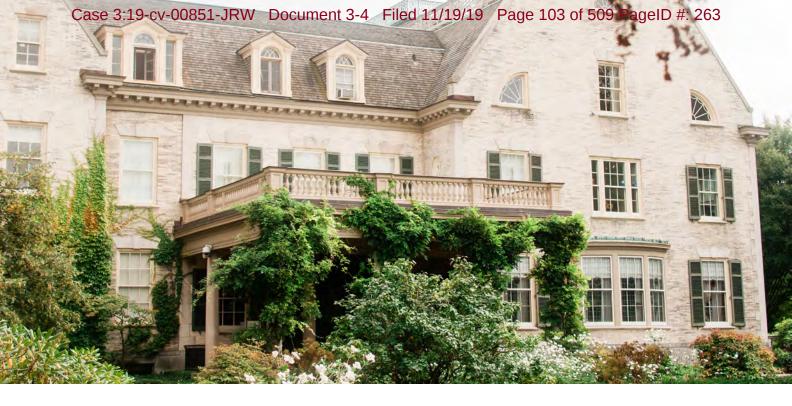
If we're being honest, all of the wedding day images are important, but the real favorites are almost always from my time with the Bride and Groom! These romantic portraits of just the two of you will be the images that you frame beside your bed or over your mantle, and they will also be the images that will fill your album for generations to enjoy. These images are always my favorite not only because of their beauty, but because this is such a sweet portion of the day. For this brief moment in time, you will be alone with your groom on your wedding day. You will have a chance to love on each other and really connect before the craziness begins! Romantic portraits are normally done before the ceremony (after the "First Look") and then I LOVE shooting a few "just married" portraits after the ceremony as well! This is when the light is low and golden! It's such a romantic time for bride and groom portraits. If you're not interested in a first look, we'll make sure to include a lot of time after the ceremony for these portraits.



Case 3:19-cv-00851-JRW Document 3-4 Filed 11/19/19 Page 101 of 509 PageID #: 261

# PORTRAIT LOCATIONS

One of my favorite parts of my job is taking something so ordinary and making it look absolutely amazing! This happens most often when it comes to picking portrait locations. If there is one thing that I love and appreciate about my couples, it's that they trust me! In some cases, the locations I found when shooting the weddings featured in this guide were nothing special. Some were seamingly "ugly" from everyone else's point of view except mine. However, because these couples trusted me, they now have the most amazing portraits! So my encouragement is to just trust me. You don't have to worry about a thing. Trust my locations, and I promise you, you'll LOVE the results!

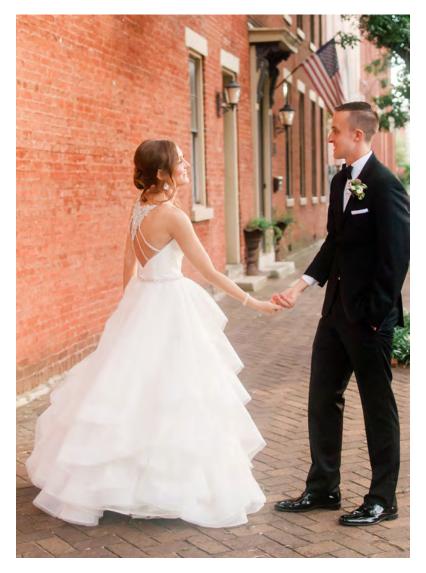


# RAINY

WEDDING DAY

One of the most frequently asked questions that we receive during wedding season is "Soooo, what do you do if it RAINS?!". I want to reassure you that even if it rains, you will still have beautiful portraits and BRIGHT colors in your images! Overcast skies mean vibrant colors! I know that rain isn't ideal, and no bride would wish for rain on their big day, but if it happens, it happens..... and it's going to be JUST fine!

- 1. All I need to create natural light portraits on a rainy wedding day is a porch! Just one porch!
- 2. Let me worry about the pictures. You have enough to think about. If there is a chance of rain, I'll be sure to do some extra scouting to find a covered location or two, for us to use for you first look, romantic portraits and bridal party portraits.
- 3. Take it one step at a time. Don't think about your entire day and what will happen if it rains. That will only overwhelm you! Definitely have a rain plan for your venue, but then let your vendors do the work of handling the rest of the day if rain is in the forecast.



This was one of the last shots of the night before the reception and it so perfectly shows that the rain can't keep us from taking beautiful images. This was taken on an overcast, rainy day, right as the sun was setting. Don't let the fear of rain steal your joy. You can't control it, and I promise I will make the best of it!





## your bridal party.

Lets chat about your bridal party! This is when the fun REALLY begins! I know from experience that all brides want their closest friends to have an AMAZING time during their big day, and I will make sure that happens! Bridal party portraits should be a ton of FUN! After you share your first look, depending on the locations and the timing of the day, your bridal party will join us for portraits! If all goes well, we will be able to accomplish ALL of your bridal party protraits BEFORE the ceremony. This means that your guys and gals will be free to mingle at cocktail hour if they wish! If there are flower girls and ring bearers involved, they can either join us for the pre-ceremony portraits or we can take one final group photo after the ceremony, before family formals. Be sure your groomsmen arrive with boutonnieres on, and your bridesmaids arrive with bouquets!

## RECEPTION DETAILS





The party is here! Receptions can be a blast! However, it's important to make sure that you have your event well thought out. This is the job of your coodinator and your DJ/Band. Your caterer will also play a big role in the design and set up of your event. Every aspect of your reception affects the overall outline of the evening. For example, if you're not having a plated meal, your reception will need to be set up in a way that allows movement. Guests will need to be able to find the food stations easily, and there will be a mixture of dinner tables and hightop cocktail tables. This will encourage guests to mix and mingle. If you are having a plated dinner, you will more than likely need escort cards, full place settings and space for all of your guests to be seated comfortably. Whatever the style of your event, make sure that you plan out all of the aspects of the evening. Your coordinator and DJ can help you set up the evening so that guests won't leave early or experience long periods of waiting for the next thing to happen.







Much like the ceremony, you have the freedom to make your reception your own! It's your party, so it should be exactly how you want it to be! Here is a list of some key events that happen often at receptions:

- Bridal Party Introductions
- First Dance
- Daddy-Daughter Dance
- Mother-Son Dance
- Anniversary Dance
- Money Dance
- Traditional Religious Dances

- Welcome by Father of the Bride
- Blessing
- Cake Cutting
- Toasts
- Bouquet and Garter Toss
- Large group portraits with friends
- The exit of the Bride and Groom

## RECEPTION TIPS

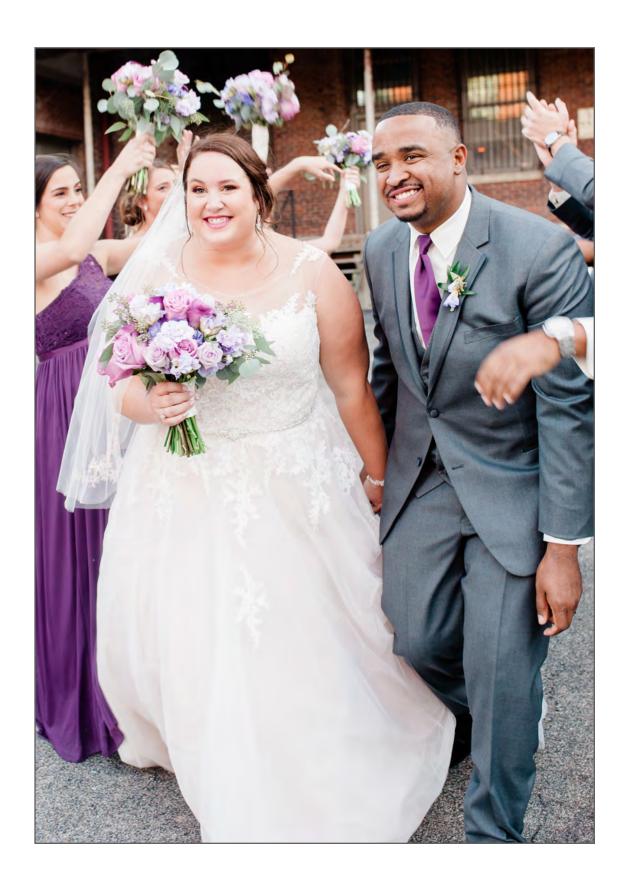
The fun has begun! It's time to relax, dance and celebrate! Your reception should be a BLAST! The last thing you need to be worrying about is your timeline. Your coordinator and DJ should take care of making sure that everything stays on schedule so that you can enjoy your night. Here are some tips that will help your reception flow smoothly.

- GUEST CONSIDERATION: Take your guests into consideration when planning your timeline. If you have a lot of elderly guests that will not be staying until the very end, make sure you schedule the cake cutting at a relatively early time so that they can be a part of it. Grandma's love seeing this sweet tradition!
- KEEP IT MOVING: Chat with your coordinator about how you can plan your reception in a way that will keep guests engaged and moving all night!
- MAKE IT YOUR OWN: If you want to have a special dance with your grandparents, do it! Make your reception a reflection of who you are and don't feel tied to traditions. Also, make sure you give your DJ or Band a "Do Not Play" list if there are some songs you really don't want to hear during your reception.
- DON'T GET CAUGHT UP in the formalities and the details. Sure, details are pretty and fun to photograph, but they can steal the joy of the day if you get too caught up in them (Just speaking from experience here). Plan your centerpieces, welcome table, etc. well before the wedding date, and teach your coordinator or family friend how to set them up so that you aren't even thinking about those things the day of!
- RECEPTION COVERAGE: If you haven't purchased enough coverage time for your photography to last until the exit, that's ok! We have several options (See next page!). I recommend planning your timeline so that you can have at least one hour of dancing photographed. The guests who dance during the first hour will still be dancing in the third hour! One hour of dancing will be enough time to really capture the joy of your reception!



# CONTROLLED EXITS

Exits! If your coverage ends before your exit, you have the option of planning a faux exit with your bridal party! This is more common than you may think. Instead of saving your exit until the very end, you can plan a faux exit with just the members of your bridal party and a few family members! This allows us to have more control over these shots and the party NEVER has to stop! In most cases, no one even notices that the bride and groom are missing for a few minutes. Also, it's almost impossible to tell that the whole wedding party isn't there waving sparklers and sending off the happy couple! This idea allows couples to save money and still have all of the shots that they dreamed of!



## LEGACY ALBUMS





Having digital images is wonderful, but having a printed keepsake that tells a visual story of your wedding day is priceless! If you haven't already invested in a Legacy Album of your own, you can always come back to us at any time and order one. I'm not a photography business that pushes product sales at all. However, these albums are important not just for our couples to have...but for their grandchildren to enjoy as well.

SIZE OPTIONS: 8.5x8.5, 10x10, 12x12

### SAY THANK YOU WITH A PARENT ALBUM:

You won't have any trouble picking out your parent's Christmas gifts the year you get married! After the wedding chaos is over and life returns to normal, or if you want to surprise your parents with their very own albums from your wedding for Christmas, let me know before October 1st so we can get them ordered!



LINDSEY + JOEY
CHELSEY NELSON PHOTOGRAPH



## YOUR ONLINE GALLERY

Years ago you had to order prints of the images that you wanted to have forever. That isn't how we work around here! I want you to have ALL of your memories in your possession forever and ever. I also want you to share your images freely and without any hesitation. This is why I deliver your images via an online gallery. This means that you don't have to wait on a package in the mail, and you'll have access to them wherever you are. I've listed some important information that will help you understand your online gallery and all that it can do on the next page! Enjoy!

### **DOWNLOADING PHOTOS:**

You will be able to download your edited images directly from your online gallery, and they will be high resolution! This process is very simple! All you have to do is click the "downwards arrow icon" and you will be prompted to enter your 4-digit PIN and email. Once you enter PIN and email, you will be asked if you want to download just that one photo or if you would like to download all photos! Your photos will download directly to your "Downloads" folder. If you opt to download the entire gallery, you will be notified via email when your entire download is ready. It takes a few minutes to prepare for hundreds of images to be downloaded!

#### ACCESSING YOUR PHOTOS ON YOUR PHONE:

You have the option to add your Gallery to your phone's Home Screen for easy access! If you pull up your gallery in your browser on your phone (Safari for iPhone, Chrome for Android), you will be able to press the "action (share) icon", then select "Add to Home Screen". For Androids, select the "menu icon" and then "Add to Home screen".

#### **ORDERING PRINTS:**

You can actually order professional and affordable prints from within your online gallery and have them shipped directly to your house! They are printed in a professional lab to ensure color and contrast accuracy. You are more than welcome to print images on your own. However, I would warn you to avoid Walmart, Target and Costco. I cannot promise that your colors will print true-to-life if you choose to print at those stores. If you don't print through your gallery, I recommend using Mpix.com or Artifact Uprising.

#### **GALLERY EXPIRATION:**

I have great news! Your galleries will not expire for 1 year! Even though you will have access to your images for a long time, I would still recommend downloading them and saving them in multiple places for safe keeping.

### SHARING, WATERMARKING & EDITING:

You have the freedom to share your images in any way that you choose! These are your images, and I want you to love them so much that you can't help but share them! I don't believe that it's necessary to watermark my images. All I ask for is some type of credit whenever you use an image on social media! I only have ONE rule when it comes to what you can and cannot do with my work. I always encourage my clients not to re-edit their images. Let me do that hard work! However, if you have an image or two that you want to print at a very large size and you find an imperfection, I will gladly perfect it!



## THANK YOU!

Last, but certainly not least, THANK YOU for trusting me with your special day. I am so honored to be the one capturing your memories, and I cannot WAIT to celebrate alongside of you! Enjoy this season of planning but also remember that your MARRIAGE is more important than the wedding. The wedding will come and go in a matter of hours, but your marriage needs to stand the test of time. Continue to make time for one another, even with all that needs to get done. As you continue to plan, please feel free to contact me with any questions you may have along the way! Depending on your date, our next step would be to finalize an engagement session! Also, about 8 weeks before the wedding, you'll receive an online questionnaire that will provide me with everything I need to know for your big day! I hope this guide has been helpful as you continue to plan and prepare for your wedding day! Warmly, Chelsey