

WEDDING PHOTOGRAPHY AGREEMENT

Event Date: _____

Time Photography Starts: _____ Time Photography Ends: _____

Client Name: _____

Phone (1): _____ Email: _____

Phone (2): _____ Email: _____

Address: _____

Site Location (be specific):

Summary and Description of Services:

Photography fee agreed to: \$_____ A minimum deposit of \$_____ (50%) is due at the signing of this agreement, and the remaining balance is to be paid by date of the wedding.

ENTIRE AGREEMENT: This agreement contains the entire understanding between -PHOTOGRAPHER- and

the -CLIENT-. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties choose to waive one provision of this agreement, it does not change any other provision. Any waivers made at the time of the signing, or agreed to prior, are to be notated on the original contract.

RESERVATION OF SERVICES:

A complete, signed contract (by both parties), as well as the minimum deposit payment are required to reserve the date and time of the photographic coverage. **STYLE SPECIFICS:** It is up to the CLIENT to specify the overall desired style of shooting to be done and communicate this with PHOTOGRAPHER. It is agreed by both parties that the PHOTOGRAPHER shall attempt to emulate the agreed upon style.

PHOTOGRAPHER agrees to use their skills, experience, and abilities to achieve a satisfactory result for the CLIENT. There is no guarantee that the final results will be exactly in line with the CLIENT's vision, and the CLIENT recognizes that photography is an art form both subjective and variable. It is recognized by both parties that good communication will help facilitate this and setting aside time at the ceremony/reception for posed/group shots will facilitate a well-rounded final product. The CLIENT understands that it is their responsibility to allow and schedule sufficient time for successful documentation of their event. Written timelines/notes ahead of time are helpful in sticking to a schedule and achieving a desirable result. CLIENT's initials acknowledge their understanding. X_____.

SHOOTING TIME / ADDITIONS: The photography schedule and selected method are agreed upon by both the CLIENT and PHOTOGRAPHER, and are designed to accomplish the stated goals and wishes of the CLIENT in a manner enjoyed by all parties. CLIENT and PHOTOGRAPHER agree that punctuality is essential to that purpose. Shooting commences at the scheduled start time. Additional time MAY be available; however, the CLIENT should not expect it with certainty. Any additional shooting time, services, or products should be expected to entail additional costs.

HOUSE RULES: The photographer is limited by any guidelines, or house rules, of a ceremony official (if applicable) or site management. The photographer will abide by these limitations. It is agreed that the CLIENT is responsible for ensuring that these limitations are communicated to the photographer in

advance of the date of coverage (the earlier the better) and agrees to accept the technical results of these limitations on the photographer. Such negative effects can be but are not limited to: grainier images, limited shot selection, limited composition, and similar. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; PHOTOGRAPHER will offer technical recommendations only.

COPYRIGHT: The photographs produced by PHOTOGRAPHER are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without PHOTOGRAPHER's explicitly written permission. Upon final payment by the CLIENT and delivery of imagery, *limited* copyright release of the resulting images will be transferred to the CLIENT under the specific conditions/stipulations provided in the 'copyright release', and of the nature agreed to by both parties.

EXHIBITION: CLIENT grants PHOTOGRAPHER permission to display selected images resulting from this assignment as an example of PHOTOGRAPHER's work and for entrance into photographic competitions, publication, or direct printing and release all claims to profits, or direct profits that may arise from the use of images. It is the standard policy of PHOTOGRAPHER to never use such images in a negative manner and should a specific image or the use of such an image be objectionable to the CLIENT, PHOTOGRAPHER Policy is to discontinue use of such an image as soon as is practical.

MODEL RELEASE: The CLIENT hereby grants and assigns to PHOTOGRAPHER and its legal representatives the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising and any other purpose and in any manner and medium, to alter the same without restriction. The CLIENT hereby releases PHOTOGRAPHER and its legal representatives and assigns from any and all claims and liability relating to said photographs. The CLIENT agrees that the CLIENT's guests, spouse, family members, and attendees of the event shall be made aware of the photography taking place at this event and that they may at any time become subjects of the photographs. It is the CLIENT's responsibility to inform attendees of this.

LIMIT OF LIABILITY: In the unlikely event that the PHOTOGRAPHER is unable to photograph the event, for any reason beyond their control, PHOTOGRAPHER will make every reasonable effort to

secure a replacement photographer. If a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the photography fee. PHOTOGRAPHER takes great care in regard to the exposure, storage, processing and delivery of the images. If, in the unlikely event photographs are lost, destroyed, or stolen for reasons within or beyond PHOTOGRAPHER's control, PHOTOGRAPHER liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. **SECURITY DEPOSITS:** In the event of cancellation by the CLIENT, the security deposit of 50% is non-refundable. Damages shall be liquidated to PHOTOGRAPHER in the event of a breach of contract by the CLIENT. The CLIENT shall additionally be responsible for payment for any PHOTOGRAPHER costs incurred up to time of cancellation. This can be up to the complete amount of the agreed upon photography fee.

COMPLETION SCHEDULE: Photography processing takes approximately 90 days, and should be ready for viewing no later than 120 days assuming the event/shoot takes place at the scheduled date and time. **PAYMENT SCHEDULE:** Minimum deposit is due at signing. Full balance is due by the day of the wedding, prior to start of photography session. Payment forms accepted at time of shooting are cash, money order, direct deposit, Venmo and ATH Móvil. All other forms of payment must be cleared before the scheduled coverage begins.

I (CLIENT) have read and understood the terms above. I hereby agree to the terms of this contract. An accurate reproduction of this contract has the same effect as the original.

(CLIENT) Signed

(CLIENT) Date

(PHOTOGRAPHER) Signed

(PHOTOGRAPHER) Date

