

CONTRACT FOR WEDDING PHOTOGRAPHY SERVICES

This agreement is between _____ and _____, hereinafter referred to as the "Clients", and _____, hereinafter referred to as the "Photographer(s)".

Date of Rehearsal: _____

Start Time: _____

Ending Time: _____

Date of Wedding: _____

Start Time: _____

Ceremony Start Time: _____

Ending Time: _____

Other Times/Arrangements and Services agreed on: _____

Address: _____

Email: _____

Phone: _____

Address: _____

Email: _____

Phone: _____

Rehearsal

Name of Location: _____

Address: _____

Phone: _____

Rehearsal Dinner

Is Photographer expected to be at rehearsal dinner: _____

Name of Location: _____

Address: _____

Phone: _____

Ceremony

Name of Location: _____

Address: _____

Phone: _____

Reception

Name of Location: _____

Address: _____

Phone: _____

Additional Contact 1

Name: _____

Mobile Number: _____

Additional Contact 2

Name: _____

Mobile Number: _____

Additional contacts must be able to be contacted on the day of the wedding.

Amount agreed: \$ _____

Booking fee/deposit: \$ _____

The booking fee is due on signing this agreement (Booking Fee is _____% of the amount agreed with a maximum of \$ _____), with the balance of the amount agreed due _____ days before the day of the wedding.

The Clients agree to provide a meal for the Photographer if the length of attendance exceeds five hours.

Entire Agreement: This agreement contains the entire understanding between the Clients and the Photographer. The Photographer shall provide services to photograph the Clients wedding and related events to the best of their ability, in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. The laws of the State of Illinois shall govern this contract, and any resulting arbitration shall take place within Winnebago County, Illinois. Client assumes responsibility for all collection costs and legal fees incurred by Photographer should enforcement of this contract become necessary. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

Confirmation: Client shall reserve the time and date of services by signing and returning this contract along with a non-refundable, non-transferable reservation retainer equal to 25% of the total photography fee. No date is reserved until the contract and retainer are received. The balance due for the photography services must be paid in full no less than 30 days before the event date. In

the event Client fails to remit payment as specified, the Photographer shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend this event. Returned checks will be assessed a \$50 non-sufficient funds fee, and all future purchases/payments must be paid by Cashiers Check. Unless the contract is canceled, the retainer fee shall be applied to the photography fee total.

Reschedule: In the event that Client reschedules the wedding and Photographer is able to rebook the original wedding date, Client will receive credit for all monies already paid. A new contract may be required. The new package price will reflect pricing in effect when the date change occurs. In the event that Client reschedules the wedding and Photographer is not able to rebook the original wedding date, Client forfeits the retainer but will receive a credit for all other monies paid. Credit may be applied to wedding coverage within one year of original date provided Photographer is available.

Responsibilities: Unless agreed upon in advance, Photographer shall be the exclusive photographer retained for the event. Photographer may bring one assistant at their discretion. Videographers and other vendors as well as semi-professional photographers must not obstruct or interfere with the official photography and are not allowed to take any still photos during formal sessions. Wedding guests may take photos, but it is the responsibility of Client to prevent family and friends from interfering with Photographer's duties. Photographer is not responsible for compromised coverage due to causes beyond her control such as other people's camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage. Client agrees to confirm the schedule one-week prior to the event and to send the Photographer a copy of the invitation prior to the wedding. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation. If email is sent, confirmation of receipt must be obtained.

Harassment: Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by Photographer shall be the responsibility of Client. In the event Photographer or her employee experiences any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the wedding or other event (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature) then the following process shall be followed: first offense: a verbal warning will be issued to a family member of the client; second offense: the offending person will be required to leave the wedding or event; third offense: Photographer will end wedding coverage immediately and leave the event, Photographer shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold Photographer harmless as a result of incomplete wedding or event photography coverage.

Coverage: Photographer will provide coverage for the dates, locations and continuous hours

specified in this Agreement. Additional travel or coverage hours may be added by agreement on the wedding day and must be paid in full before any photos or products are released to the Client. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. Images determined by the photographer to be substandard or duplicated may be edited out. The Photographer will use her professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to Client.

Image Processing/Printing: Unless agreed upon prior to any editing work, high-resolution discs and/or proof sets may contain a mixture of color, black and white, and selective color images. An alternately colored version of a photo may be purchased at the current rate. Limited color correction and/or retouching are included at Photographer's discretion. Client may request further changes for an additional charge. Photographer is not responsible for any prints that are not ordered directly from her. For best results, clients with the high-resolution files should order their prints through a reputable lab.

Paparazzi Wedding Guests: Wedding guests may take photos, but it is the responsibility of Client to prevent family and friends from interfering with Photographer's duties. Wedding guests are not allowed to take any still photos during formal sessions. In the event a wedding guest attempts to take a still photo during a formal session, they will be treated as though they are harassing the Photographer. Photographer is not responsible for compromised coverage due to causes beyond her control such as other people's camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage.

Copyright Law: All photographs taken by Photographer property of the photographer, will remain property of the Photographer, and are protected by United States Copyright Laws (USC Title 17). Client hereby waives any claims for ownership, income, editorial control and use of the images. Violators of this federal law will be subject to its civil and criminal penalties.

Model Release: This contract serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Photographer. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.

Limit of Liability: If a photographer is too ill or becomes injured and cannot supply the wedding

services specified above the Photographer will try to book a replacement wedding photographer. Under normal circumstances a second photographer from the Photographer is there for the day anyway and this photographer will then shoot the day on his/her own. If both photographers are unavailable and a replacement photographer cannot be found then liability is limited to a refund of any payments received. The Photographers have working methods in place to prevent loss or damage to your images. However, there is the unlikely possibility that images may be lost, stolen or destroyed for reasons in or beyond our control. In these circumstances liability is limited to the return of fees paid for the service or part thereof according to the percentage of images supplied.

Booking Fee/Deposit: In the event Client cancels this contract before the wedding date, Photographer will keep the retainer. Cancellation must be made in writing, signed by the contracted parties, and sent via Certified Mail by the United States Post Office. If Client fails to supply written cancellation as specified before the wedding date or cancels within 30 days of the wedding date, Client shall be required to pay the full balance due.

We have understood the contents of this contract and agree to the terms therein.

