

Wedding Photography Agreement

between

Mike Potts Photography & Jane Jones/John Brown

This agreement is between Mike Potts Photography of 80 Lyndavale Drive, Alice Springs (Photographer) and <<>> and <<>> (collectively the "Bride & Groom") for the purposes of providing photography services between <<>> and <<>> on <<>> at <<>> church located at <<>> and between 1pm and 6pm on September 21, 2008 at <<>> reception room located at <<>>.

1. Scope of Work:

Photographer shall provide photography services for Bride and Groom consisting of:

(add shot list or description of services, number of pictures, packages provided etc)
Details!!!!

2. Fees:

Photographer shall provide photography services describe above pursuant to the following rates:

- \$150 per hour for professional photography
- \$60 per hour for standby/waiting time
- \$25 per hour for digital RAW development and conversion to JPEG

The estimated time for professional photography shall be agreed upon prior to the wedding date. The bride and groom agree to pay 50% of this fee no later than 14 days prior to the wedding date.

The remainder of the professional photography fee or standby time shall be paid no later than 14 days after the wedding date.

Should additional expenses be expected on the wedding date, for example, location permits, hire car costs, accommodation costs etc., these costs must be paid at least 14 days prior to the wedding date.

In the event that the wedding is cancelled by the Bride and/or Groom for any reason, the Bride and Groom agree to forego the 50% part paid fee, and any monies that cannot be reimbursed, for example permit fees or accommodation cancellation fees.

3. Additional Expenses:

Bride and Groom shall pay all food, beverage, and ancillary costs (example, parking fees) for Photographer with a cap of \$200 (Two Hundred Dollars) per day.

4. Indemnification:

Bride and Groom shall indemnify and hold harmless Photographer from any loss, damage or liability resulting from Bride and Groom's violation of the terms of this Agreement or any agreement involving Bride and Groom and the Photographer. Bride and Groom shall indemnify Photographer and hold him harmless from and against any claim by any other person or entity resulting from the performance of his services under this agreement.

5. Arbitration:

Any dispute arising under or in any way related to this agreement shall be submitted to the Civil Courts having jurisdiction in the location where the photography assignment took place or such other jurisdiction as agreed upon by the parties. The arbitration shall be binding on the parties.

6. Assignability and Parties of Interest:

Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, will confer upon any person or entity not a party to this Agreement, or the legal representatives of such person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of this Agreement, except as expressly provided in this Agreement.

7. Independent Contractors:

In providing services pursuant to this Agreement, the Parties shall be independent contractors, and no party to this Agreement shall make any representations or statements indicating or suggesting that any joint venture, partnership, or other such relationship exists between any of the parties except as set forth herein.

8. Entire Agreement:

This Agreement constitutes a single integrated contract expressing the entire agreement of Bride and Groom and Photographer with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof, and, except as specifically set forth herein, there are no other agreements, representations, promises or inducements, written or oral, express or implied, between the parties hereto with respect to the subject matter hereof.

9. Amendment and Waiver:

This Agreement and each provision hereof may be amended, modified, supplemented or waived only by a written document specifically identifying this Agreement and duly executed by each party hereto or the authorized representative of such party. Except as expressly provided in this Agreement, no course of dealing between the parties hereto and no delay in exercising any right, power or remedy conferred hereby or now or hereafter existing at law, in equity, by statute or otherwise, shall operate as a waiver of, or otherwise prejudice, any such rights, power or remedy.

10. Northern Territory Law and Location:

This Agreement was negotiated, executed and delivered within the Northern Territory of Australia, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the internal laws (and not the conflict of laws) of the Northern Territory applicable to the construction and enforcement of contracts between parties residing in the Northern Territory which are entered into and fully performed in the Northern Territory. Any action or proceeding arising out of, relating to or concerning this Agreement, including, without limitation, any claim of breach of contract, shall be filed in the Northern Territory courts and in no other location. The parties hereby waive the right to object to such location on the basis of venue.

11. Counterparts:

This Agreement may be executed in counterparts. The execution of a signature page of this Agreement shall constitute the execution of the Agreement, and the Agreement shall be binding on each party upon the date of signature, if each party executes such counterpart.

12. Severability:

If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

13. Clause Headings:

The clause headings in the Agreement are for reference only and do not form a part of this Agreement.

Mike Potts Photography - Jane Jones and John Brown

By: _____ By: _____

Date: _____ Date: _____

Name: Name: _____

Title: Title: _____ Owner _____

Address: _____ Address: _____
