

## AGREEMENT FOR WEDDING PHOTOGRAPHY

Bride's Name \_\_\_\_\_ Wedding Date: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Groom 's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State/PC/Zip: \_\_\_\_\_

Day Phone: (\_\_\_\_) \_\_\_\_\_ Evening Phone: (\_\_\_\_) \_\_\_\_\_

Wedding couple's address and phone after wedding: \_\_\_\_\_

1. This agreement constitutes an order for wedding photography services. Its is understood that any and all proofs, sample prints and negatives remain the property of Our Studio Name.
2. Our Studio Name takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that all the photographs have been lost, stolen, damaged or destroyed for reasons within or beyond Our Studio Name control, Our Studio Name Photography Studio 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 package selected, based on the percentage of originals lost.
3. Upon signature, Our Studio Name reserves the time and date agreed upon. For this reason, all retainers are non-refundable, even if the wedding date is changed or canceled for any reason except as noted in section 11
4. Services to be supplied:

5.

The TOTAL PRICE for the wedding photography services above is \$\_\_\_\_\_ plus tax of \$\_\_\_\_\_ for a Grand Total of \$\_\_\_\_\_ Terms: 25% or \$\_\_\_\_\_ Non-REFUNDABLE RETAINER or RESERVATION FEE (min. \$995.00) upon execution of this agreement, a Second Installment of 66% or \$\_\_\_\_\_ no later than one month before the event, and a final payment of the balance or \$\_\_\_\_\_ two weeks before the event.

6. Event Date is \_\_\_\_\_.

7. **PRE-EVENT CONSULTATION:** The parties agree to a pre-event consultation approximately ten to fifteen days before the event date in order to finalize the actual shooting times, locations, event procedures and special requests for specific photographs. Please see attached form for the type of information requested.

8. **MODEL RELEASE.** If signed the contracting party grants Our Studio Name the unrestricted right to copyright, use and publish photographs of the contracting party for commercial, promotion, competition or other purposes without compensation or liability to the contracting party.

9. **Primary Photographer is:**

10. **AGREEMENT:**

Date \_\_\_\_\_ Our Studio Name: \_\_\_\_\_

Contracting Party Print Name \_\_\_\_\_ Tel. \_\_\_\_\_

Address \_\_\_\_\_ Signature \_\_\_\_\_

Wedding Date: \_\_\_\_\_

# Agreement for Wedding Photography (The Legal Side And Other Things to Know)

[1] "Photograph(s)" means all photographic material furnished by Our Studio Name , hereinafter "Photographer", whether transparencies, negatives, prints, digital images or otherwise.

[2] Except as otherwise specifically provided herein, all photographs and rights therein, including copyright, remain the sole and exclusive property of Photographer. Any additional uses not listed in this agreement require the prior WRITTEN agreement of Photographer on the terms to be negotiated. Unless otherwise provided herein, any grant of rights is limited to the private use of photographic material purchased by the individuals and clients are prohibited from all commercial uses. **(See services provided description that give client specific rights to use of images)**

[3] Client agrees to indemnify and defend Photographer against any and all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses arising out of any use of any photographs for which the client's guests provided no release to the Photographer for any photographs, which are illegally altered by Client. Unless so furnished, in writing, no release exists. Photographer's liability for all claims shall not exceed in any event the total amount paid under this contract. **(About not having model releases for guests at events.)**

[4] Time is of the essence for receipt of payment. No photography will take place and no rights are granted until timely payment are made in full.

[5] Client may not assign or transfer this agreement or any rights granted hereunder. This agreement binds and insures to the benefit of Photographer, Client, Clients principals, agents and affiliates, and their respective heirs, legal representatives, successors and assigns. Client and its principals, agents and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing because of immediate proximity of shooting. This agreement incorporates by reference Article 2 of the Uniform Commercial Code and the Copyright Act of 1976, as amended.

[6] Except as provided in (7) below any dispute regarding this agreement shall be arbitrated in Our County under rules of the American Arbitration Association and the laws of Our State. Judgment on the arbitration award may be entered in any court having jurisdiction. Client shall pay all arbitration and court costs, reasonable legal fees, and expenses and legal interest on any award or judgment in favor of Photographer.

[7] Client hereby expressly consents to the jurisdiction of the Federal Courts with respect to copyright claims by Photographer under the Copyright Act of 1976, as amended. Clients also agree to pay reasonable legal fees, and expenses if the Photographer prevails against the Client on all federal matters.

[8] If Photographer cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer's illness or injury, then Photographer will return any all fees to the Client(s) but shall have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Photographer. Client(s) agree that an entire wedding cannot be replicated, reenacted or repeated for the purpose of a re-shoot and limits Photographer's liability to the amount paid under this contract.

[9] Emergencies: Emergencies such as serious injuries, serious illness or death to the signing parties to this agreement or their immediate families will cause this agreement to be null and void. Photographer will return any retainers made and will not charge for time or material expenses incurred while preparing for the shoot. Client(s) as well as Photographer must produce documentation in writing showing cause stating reason, relationship and have an excuse signed by an attending physician, charge nurse or funeral director. For the purpose of this agreement immediate family will consist of parents, stepparents, brothers, sisters, spouses, children, stepchildren, grandchildren and grandparents, as well as myself and the bride or groom. Either party may invoke this clause up to five days prior to the wedding causing this agreement to become null and void.

[10] Upon signature, photographer reserves the time and date agreed upon and will not make other reservations for that time and date. For this reason all payments are not refundable-even if the wedding is cancelled with an exception for (9) above. No other photographer will be permitted to photograph, pose, direct or interrupt while Photographer is working. Any breach of this agreement will constitute a reason for non-completion of the job with no liability to the photographer and the loss of all payments made under this contract. Checks shall be made payable to Our Studio Name and mailed to Our Address.

[11] Client has the right to a three (3) day grace period to exit this contract. Photographer must be notified in writing. The postmark shall not be older than three (3) days of the date following the signature of the contracting party. Photographer is not responsible for lost or undelivered mail.

[12] Photographer reserves the right to edit and will be the final authority on the images that will be offered for sale to the client.

{13} Clients are entitled to three major changes for 18 albums spreads and one additional change for each additional six spreads. Our Studio Name reserves the right to charge digital darkroom time for additional changes at standard rate of \$75.00 per hour. Albums are an expression of our art and Our Studio Name maintains final approval of album design and photos displayed. You should expect the addition of more spreads with the addition of pictures. **(A major change is the redesign of a spread)**

[14] Bride must complete album design approval within 6 months from date first displayed After that date we will assume approval from Bride for album design and deliver album as displayed.

{15} The care and feeding of your photographers. They will be spending the day with you, please discuss vendor meals with your caterer. Meals are best provided at time bride & groom are eating. (You don't want to be photographed eating and this is a good time for the photographers to take a break) As an alternative let Our Studio Name staff know one week in advance so that their chef can provide their meals.

**Please initial each page.**

**Thanks**

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