

Agreement for Wedding Photography

Wedding date _____

Client _____ and _____

Address _____

Phone numbers

(_____) _____ - _____ (H/W/C) (_____) _____ - _____ (H/W/C)

(_____) _____ - _____ (H/W/C) (_____) _____ - _____ (H/W/C)

Email addresses _____

Ceremony location _____ Time _____

Reception location _____ Time _____

1. **Copyright.** Except as noted below, all photographs created by The photographer are copyright protected. It is a violation of federal copyright law to copy, scan, or allow photographs The photographer have created to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered (digitally or otherwise), without The photographer's express written permission. The Client agrees to purchase wedding photography prints directly from The photographer unless in possession of the digital negatives which can be purchased separately. The negatives/digital files remain our sole property unless purchased by the Client.

2. **Archival.** Upon 1 year after the wedding date the Client will be given the option to purchase the digital negative files at the cost as it applies at that time. If the Client declines to purchase the digital negatives the Client will be given two options:

1. The photographer will continue to archive and protect the files for another year; the Client will be charged the archival cost as it applies at that time.
2. The Clients digital negative files will be destroyed to make room for other clients files and will no longer be available in any form.

3. **Exclusivity.** In order for the Client to receive the best service and most compelling photos possible, The photographer must be the exclusive professional photographer for the wedding. Additional professional photographers may be employed only with prior written permission from The photographer. Guest photographers are welcome with one caveat: The photographer will request your intervention if a guest is inhibiting our ability to fully document your wedding.

4. **Limits of liability.** While every reasonable effort will be made to produce and deliver outstanding photographs of the wedding events, the entire liability of The photographer to the Client for any claim or loss arising from our performance is limited to a refund to the Client of the amount paid for services. Because a wedding is an uncontrolled event, The photographer cannot guarantee delivery of any specifically requested image(s).

In the unlikely event of personal illness or other circumstances beyond the control of The photographer, a substitute photographer acceptable to you may be sent to fulfill the obligations of The photographer. In

such case that the Client declines the substitute photographer, the Client may terminate this agreement and receive a full refund of all moneys paid. The photographer will not be held liable for the finished product or incomplete coverage in the event of tardiness or time restrictions placed on The photographer by Client or any outside vendors, including clergy or church restrictions and/or policies on the day of the event.

5. **Permissions.** It is the clients responsibility to schedule and receive permission to use various locations for photography, including the wedding and reception locations and any other locations used during the day.

6. **Payment for services.** A non-refundable retainer of \$300 is due at the signing of this Agreement. Upon receipt of the retainer The photographer will reserve your date and be available to you on that date. The retainer is applied toward your total investment agreement. We will not reserve your wedding date until after receipt of the retainer. You may not transfer the retainer to another party, bridal couple or anyone else without our prior written consent.

The final payment of the balance owing is due no less than fourteen days before the wedding date. Note that photography will not start until this is paid. If this Agreement is signed less than fourteen days from the wedding date, then all payments are due at signing. If the remaining balance is not paid in full two weeks prior to the scheduled date of the event, we reserve the right not to photograph the event.

7. **Model release.** The photographer may only make reproductions for the Client or for The photographer portfolio, samples, or self-promotions, or for professional competition and review. We will not make reproductions for other use without first obtaining written permission from you.

This Agreement incorporates the entire understanding of the Parties, and the Parties agree to all its terms, and acknowledge receipt of a completed copy of the Agreement signed by all Parties. Any modifications of this Agreement must be in writing and signed by all parties. Each person signing as Client(s) below will be fully responsible for ensuring that full payment is made pursuant to the terms of this agreement.

By signing this Agreement, we confirm that we agree to all terms and conditions outlined in this Agreement:

Client

Name: _____ Name: _____

Signature: _____ Signature: _____

Date: _____ Date: _____