

Contract for Wedding Photography Services

1. It is understood this Studio/Photographer is the exclusive official photographer retained to perform the photographic services requested on this Contract. Simultaneous coverage by another photographer with professional still photography equipment releases Studio/Photographer from this contract.

2. **Payment Policy:** A non-refundable retainer of 30% of package will reserve Studio/Photographer for coverage on the specified date and will be applied to the Package. The remaining balance is DUE 14 DAYS BEFORE EVENT.

3. **Price Protection:** The Studio/Photographer warrants all prices quoted for professional services, photographs and albums are valid for a period of six months following the date of the event. Orders placed after that are subject to the studios current published pricing.

4. **Copyrights:** As the author of all images made hereunder and as provided for by United States Copyright Laws (Title 17, U.S. Code Section 101), the Photographer shall retain the copyrights in perpetuity, regardless of possession or ownership of photographs, digital files or any other format of reproduction. Client may not reproduce images in any manner without Photographer's explicitly written permission. Client recognizes and agrees that the Photographer may reproduce, publish (including internet), exhibit and otherwise use images created hereunder, without specific identification of persons or events, (1) as samples of work to be shown to prospective clients, (2) for instructional purposes, (3) as samples of work to be displayed for marketing or competition.

5. **Requested Photos:** While Photographer will make every reasonable effort to take photos specifically requested by Client, Client understands that this is an uncontrolled event and that due the vagaries of the weather, available light, time restrictions, and willingness of subjects, Photographer cannot possibly guarantee that ALL requested photos will be taken.

6. **Cancellation:** Upon acceptance of these terms, the Photographer reserves the time and date for Client and will NOT make any other reservations for that time. For this reason, the retainer is non refundable, even if Client cancels the order for photography, or changes the date of the event. However if the Photographer is able to contract another event of at least equivalent value for the cancelled date, the retainer will be refunded. The Photographer warrants that in the event of a cancellation, reasonable effort will be made to secure a replacement assignment.

7. **Limitation of Liability:** While every reasonable effort will be made to produce and deliver outstanding images of the event,

the Photographer's entire liability to Client for any claim, loss, damage or injury arising under or relating to the Agreement or the Photographer's performance hereunder, including the negligence of the Photographer, is limited to a refund to Client of all fees paid for services. In the unlikely event of personal illness to The photographer, all reasonable efforts will be made to find a suitable replacement Photographer. If Client rejects substitute Photographer, Client may terminate this agreement and receive a full refund of the retainer paid to the Photographer.

8. Proofs: Proofs should not be construed as an indicator of quality of the final product. Final Print images may have additional retouching applied for a consistent and pleasing presentation. "Proofs" means the images selected by Photographer in its sole discretion for presentation or delivery to Client. Such selection shall constitute all images that will be made available to Client and, once selected, shall be deemed as fulfillment of the Proofs section of the package. Proofs may or may not include artistic enhancements or touch-ups. Digital files are retained on the Photographer's computer systems for 24 months.

9. Website: A presentation of the proof images is ordinarily made available online on a password protected website within four weeks following the event. Client agrees to allow Photographer to distribute a small notice to guests with the web address of event and event ID information. Online gallery is available for 30 days.

10. Wedding Albums: After receiving layout proofs, client has 45 days to provide their revisions to Photographer for inclusion into album. If client does NOT provide their revisions in writing, or email, within the 45 days, they forfeit any choices of images included in the album. As part of the service, the Photographer will design the layout of albums including photograph size and image placement. The custom designed album is usually ready 2-4 months after client approval of layout.

11. DVD Galleries (if purchased): The images to be used in the DVD Gallery slideshow will be selected by the Photographer. Images in slideshow may include artistic enhancements or touch-ups. Royalty free music will be used unless client provides written permission from the recording company to use copyrighted music in the slideshow.

12. Ordering Individual Photographs: Orders for reprints and enlargements can be accomplished online via the password protected website within the month they will be posted. Unless otherwise specified, custom orders will be delivered within 2-4 weeks following payment for order. The online gallery is available for 30 days.

13. Meals: In order for Photographer to make arrangements for her and her associate, they request information about whether

meals will be provided or not. (Do NOT feel obligated, Photographers just needs to plan accordingly.) Yes No

14. Client may assign one family member (not in event party) to point out key people (to Photographer) during the event. (Strong personality & voice recommended.) Designated family member / friend & phone #: (include Relationship to couple)

15. Travel Expenses will be incurred for event outside of Southern California. Client agrees to pay for two roundtrip coach airline tickets, one room for two nights at the host or nearby hotel, a rental car, and \$100 for miscellaneous expenses.
This event is is not subject to travel expenses.

16. No part of any order will be delivered until the balance is paid in full.

17. This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties.

Photographer: _____ Date: _____

Client(s): _____ Date: _____

_____ Date: _____