

Event Date: \_\_\_\_\_

The package list and price list stapled to this contract are integral parts of this document.  
The contract terms, agreement, and price list are the only legally binding documents between the parties named herein.

**Contracting Parties:**

**Bride's Name** \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_

**Groom's Name** \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_

**\*Please note any address changes that may occur after the wedding.**

**Additional Contact Information** (this information is required in case we are unable to contact you):

**Bride's Parents' Names** \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_

**Groom's Parents' Names** \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_

**Event Information:**

**Ceremony Venue** \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_

**Reception Venue** \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_

**Contact Names and Numbers** (name and number for a cell phone that will be turned on the day of the wedding):

Contact Name \_\_\_\_\_ Cell #: \_\_\_\_\_  
Alternate Contact Name \_\_\_\_\_ Cell #: \_\_\_\_\_

**Cost of Wedding Photography**

\*\*\*Please make all checks payable to XXXXXXXXXXXXXXX\*\*\*

Package : \_\_\_\_\_

Total Package Price: \_\_\_\_\_

**Retainer: \$400.00**

6% Michigan Sales Tax is applied to materials only

*(Please note that your date is NOT held without the retainer fee)*

**Total Due:** \_\_\_\_\_

*(This total is due 14 days before the wedding. No photography will be fulfilled without payment in full.)*

Retainer Amount: \_\_\_\_\_ Check #: \_\_\_\_\_

Final Payment Amount: \_\_\_\_\_ Check #: \_\_\_\_\_

**This is a contract for personal photography services to be provided by XXXX XX and/or individuals subcontracted to do work for and/or XXXXXX. You agree to the following terms and conditions:**

**CHANGE OF DATE OR VENUE**

XXXX must be notified immediately of any changes in schedule or location, at least one week prior to the scheduled date of event. Notification of any changes can be made by phone along with written notice sent via email for documentation. If an email is sent, a confirmation of receipt must be in writing. It is the client's responsibility to confirm all arrangements at least 7-10 days prior to the event. In the event of change of address or contact information (time, etc.) as listed, you must notify XX Photography.

**RETAINER**

A retainer fee of 400.00 is required to hold the date of your event. No date is reserved until a retainer is received. The balance of the complete package price must be paid at least 14 days prior to the event. If final payment is not received, XX Photography will not be expected to attend said event. Additional custom orders (reprints, enlargements, albums) must be paid in full at the time of order.

**CANCELLATION**

There shall be NO refund of retainer after 48 hours from the signing of agreement due to the reservation of the photography date. If the event is cancelled within three months of the date, the client shall pay the balance of the contract due to the high probability that XX Photography will not be able to further book that date. Once a balance is paid, it is NON-REFUNDABLE. Any other arrangements shall be discussed between the client and XX Photography. All arrangements will be put in writing. Cancellation must be in writing even if a phone call was made to inform XX Photography of the cancellation.

**FAILURE TO PERFORM**

Due to the limited and subjective nature of the event, XX Photography can not be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the church or location restrictions. The photographer is not responsible for lost photo opportunities due to other cameras or flashes, the lateness of the bride, groom, or other principles. The Photographer is not responsible for the lack of coverage due to weather conditions, scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location. It is acknowledged that any lists submitted to XX Photography will be used for organizational purposes only and in no way represents photography that will actually be produced. XX Photography will do its best to fulfill all requests but can make no guarantees all images will be delivered. Clients are responsible for all location fees and permits.

**FORCE MAJEURE**

If XX Photography or its assigns, cannot perform this agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, or due to the photographers illness, then XX Photography shall return any moneys paid by the client, less expenses, but shall have no further liability with respect to the agreement. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, compact flash card malfunction, lost in the mail, or otherwise lost or damaged without the fault on the part of XX Photography LLC.

**INCLEMENT WEATHER**

In the event of severe weather, including but not limiting a blizzard, sever rain storm or other unforeseeable events Dusty Brown Photography may make the decision that it's unsafe to drive home, and hotel stay will be billed to the client.

**COPYRIGHT**

Title (possession) of and copyright to all products shall remain with XX Photography until client has paid in full. All photos are copyrighted. The negatives and or digital images (hereinafter collectively "images") created by XX Photography and/or subcontractor(s) remain the property of XX Photography. It is illegal to copy, scan, reproduce, or post online in forums elsewhere without the written permission of XX Photography. Violators of this federal law will be subject to its civil and criminal penalties.

**EXCLUSIVE PHOTOGRAPHER**

XX Photography shall be the exclusive photographer(s) retained by the client for the purpose of photographing the wedding. Family and friends of the clients and other wedding vendors shall not interfere with the photographer's duties. Guests will be asked to refrain from taking flash photographs at certain intervals of wedding services to ensure proper exposure of images.

**EXPENSES**

Travel expenses such as parking, shipping, or destination fees must be reimbursed to XX Photography and will be added to the balance due after the event.

**EVENT FOOD SERVICE**

A light meal is required for events up to 6 hours for XX Photography. For events up to and past 8 hours a full course meal is required. If no meal is provided, it is understood that XX Photography will leave the event to purchase a meal.

**PRODUCT DELIVERY & PRICE LOCK**

Upon notification, the clients must arrange for pick up and delivery of albums prints and other products with in a reasonable time period, not to exceed 30 days after notification. XX Photography is not responsible for any damage that may be incurred while the proofs and/or other final products are in storage after said 30 days. The terms of this agreement are valid for 6 months after the date of the event. If no correspondence has been received by that date, this agreement will be considered completed

in full. XX Photography cannot be held liable in the event that photographic materials are damaged in the processing, lost/damaged in the mail, or otherwise lost or damaged without fault on the part of the photographer. No money will be reimbursed. All prices are locked in for 6 months. After 6 months prices are subject to change.

**RETURNED CHECKS**

Returned checks are subject to a \$50.00 returned check fee. Client assumes responsibility for any and all collection costs and legal fees incurred by XX Photography in the event of enforcement of this contract becomes necessary. All legal action shall take place in Kent County, Michigan.

**GARMENTS**

XX Photography can not be held responsible for damage to Garments during environmental events. Client is responsible to arrange personal assistance for wedding garments.

**TOUCH UPS**

Although diligent efforts are made to avoid environmental problems and effects, all client-requested photographic touchups or alterations not included in the purchased product will only be performed at the client's expense. Such retouching may include but is not limited to, correction of hair/make up, environmental effects, clothing, reflections in glasses, opening closed eyes, removal/insertion of family members, hired wedding personnel, fixtures etc.

**CREATIVE LICENSE**

Images are edited at the photographer's discretion, and delivered prints may not include all images shot. The photographer reserves the creative right to edit and release only those deemed creditable as professional in quality and within the photographer's artistic standards.

**ALBUM DESIGN-(Fine Art Package)**

Clients will be asked to select up to 80-100 images for their album. Based on the number of pages in the album selected in your package, not all images selected will be put in the album. The number of images put in the album will be between 50-100, and will vary by design of the album. Clients will have the option to add more pages for an additional charge. Clients are asked to mark images that **must** appear in the album.

**ALBUM DELIVERY TIME**

Album delivery is 5-8 weeks from time images are submitted. Due to the fact that printing and production is outside the control of XX Photography, the client will not hold Dusty Brown Photography responsible for late or delayed albums.

**SUBSTITUTION**

In the event of illness or sudden event out of the control of both parties, XX Photography will attempt to substitute a photographer at no cost to client. This contract will be transferable to said Photographer.

**CD/DVD STORAGE**

Due to the lack of information about how long CDs/DVDs can hold information, XX Photography recommends you back up your images on another media format other than CD/DVD. XX Photography also recommends making multiple copies of CDs/DVDs every year to insure the images for years to come. XX Photography can not be held responsible for the failure of CDs/DVDs due to mishandling. It is the client's responsibility to keep several copies of any CDs/DVDs in more than one location, and back the images up on another format such as a hard drive.

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The undersigned hereby acknowledge that they have received, read, and understand XX Photography's current price list. Only the bride and groom (or signers of this document) can discuss any problems that arise.

I kindly ask that you get in touch with me two weeks prior to the date of your event. To touch base and go over last minute details. I will make every effort to contact you, but it is the clients' responsibility to contact me to confirm all events and times.

Permission is hereby granted to XX Photography to use any images created under this contract for professional samples, displays, internet website pages, advertising, exhibitions, contests, and any other purpose.

XX Photography retain the copyright to all images produced by XX Photography and/or Subcontractors. If purchasing Hi-Resolution images on CD/DVD, clients will be given a written release to make personal copies of images from CDs or DVDs. The client understands the images given on CD/DVD can not be used for profit or advertising and all posting of images on the internet need to be acknowledged as images by XX Photography.

I understand and agree to all of the above:

Contracting Party \_\_\_\_\_ Date \_\_\_\_\_

Contracting Party \_\_\_\_\_ Date \_\_\_\_\_