

# • Wedding Photography, LLC •

## CONTRACT FOR PHOTOGRAPHY SERVICES

This Agreement is executed by and between **xxxx xxxxxxxx** (“Photographer”) and **xxxx xxxxxxxx** (“Client, whether individual or joint”), referred to collectively as the Parties. The Parties complete agreement and obligations are contained within this contract.

### Photographer Details

Who will be photographing event:

Assistant:

Phone:

E-mail:

### Client Details (Person responsible for hiring and billing)

Name:

Phone (cell):

Phone (other):

E-mail:

### Client Details (Additional person responsible for hiring and billing, if applicable)

Name:

Phone (cell):

Phone (other):

E-mail:

Designee (if Client wants Photographer to take direction from someone other than the client, name must be listed here. Max 2.):

### Event Details (“Event”)

Event Type:

Event Start Time:

Event Date/Time:

Event End Time:

Event Location/Address:

On-Site Event Contact:

Additional Information:

### Package Details (“Package”)

Package Details (“Package”)				Package Summary	
<input type="checkbox"/>	Photography Time	<input type="checkbox"/>	Lo-Res Photos	Photography Fee:	\$
<input type="checkbox"/>	Hours Retouching	<input type="checkbox"/>	Hi-Res Photos	Retouching Fee:	\$
<input type="checkbox"/>	Online Gallery	<input type="checkbox"/>		Travel Fee:	\$
<b>Photography Prints/Other Items</b>					\$
<input type="checkbox"/>		<input type="checkbox"/>			\$
<input type="checkbox"/>		<input type="checkbox"/>			\$
<input type="checkbox"/>		<input type="checkbox"/>		Subtotal:	\$
<input type="checkbox"/>		<input type="checkbox"/>		Tax:	\$
				<b>Total Amount:</b>	<b>\$</b>
Additions/Exclusions				Deposit 1 (Due / / )	\$
<input type="checkbox"/>	Extra Photography Time	\$	Per ½ hour	Deposit 1 (Due = \$	
				__/__/__)	
<input type="checkbox"/>	Extra Travel Time/Other Time	\$	Per ½ hour	Balance (Due __/__/__)	\$

## TERMS & CONDITIONS

- 1. You are hiring Photographer to photograph your event, edit the photographs, and provide you with copies.**
  - 1.1. Client retains Photographer to photograph event. This agreement (or “contract”) contains the entire understanding between Photographer and Client. It supersedes all prior and simultaneous agreements between the parties and may only be change with a written addendum, signed by both parties. The laws of the state of (STATE) shall govern this contract and clients agree that any legal action between the parties shall take place within (city, state) Client assumes responsibility for all collection costs and legal fees incurred by Photographer if such become necessary. In the event that any part of this contract is found to be invalid or unenforceable, the remainder of this contract remains valid and enforceable. Failure by one or both parties to enforce a provision in this contract does not constitute a waiver of any other portion of this contract.
- 2. The parties agree that the best possible result is created through cooperation and communication.**
  - 2.1. Photographer is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Photographer.
  - 2.2. Client understands that, while the Photographer makes all best efforts, no particular photograph of any single moment or individual is guaranteed and that not all guests of the event will be photographed.
  - 2.3. The parties understand and agree that Photographer will accept photography direction from the Client (or Client’s Designee) only. Photographer is unable to take direction from anyone other than the Client/Designee to ensure smooth, conflict free, performance of the duties under this agreement.
  - 2.4. Photographer will not be responsible for any photographs ruined by guests’ (or any other) flashes or any other ruined photographs to do any other causes in or outside of Photographer’s control.
- 3. Parties agree to at least one pre-event consultation.**
  - 3.1. The parties agree to a pre-event consultation before the event to finalize any details (shooting time, location changes, etc.) This consultation may be done in person, if possible, by telephone, or by other means agreed upon by the parties. Although Photographer will try to accommodate any special requests, Client understands that photographer offers no guarantee that any specific photograph will be taken. Client understands that Client is responsible for designating an individual to identify, for Photographer, those people of which Client wants specific photographs.
- 4. Client understands that Photographer must follow event location & officiant rules**
  - 4.1. Photographer is limited by the rules of the event locations associated with the event and their management. Client agrees to accept the technical results of their imposition on Photographer. Photographer is not responsible for any fees associated with event location site permits, admittance fees, or any other fees associated with the event locations required for Photographer to perform pursuant to this contract.
  - 4.2. Photographer may be limited by the officiant. Client agrees to inform Photographer of all limitations imposed by the officiant. In the event that Client is unaware of officiant’s restrictions, Client understands that Photographer will abide by any limits the officiant has regarding time and place for photography.
- 5. Parties agree upon a set amount of time that Photographer will photograph Event.**
  - 5.1. The Photography Time is the minimum time Photographer will spend photographing. This Photography Time is continuous and commences at the Event Start Time stated in this agreement regardless of actual start time of the event. If the event ends early for any reason or if Photographer is asked by the Client/Designee to stop before the Photography Time is completed, a refund will not be due to the Client. Photographer will provide additional photography time at the request of the Client at the Extra Photography Time Rate in no less than half hour increments.
- 6. Parties are agreeing that the deposit/reservation fee is earned upon being paid in accordance with the following liquidated damages clause.**
  - 6.1. The parties agree that quantifying the losses arising from Client’s cancellation is inherently difficult insofar as cancellation may impair Photographer’s ability to obtain a replacement client, may impact the photographer’s reputation, and may result in Photographer suffering monetary losses as a result of travel

expenses, materials purchases, etc. The parties further stipulate that the agreed upon sum (referred to interchangeably as a “deposit,” “booking fee,” and/or “reservation fee”) is not a penalty, but rather a reasonable measure of damages based on the parties’ experience in the photography industry and given the nature of losses that may result from Client’s cancellation.

**6.2.** The deposit is non-refundable, even in the event the date is changed or cancelled for any reason, including acts of God, fire, strike and extreme weather.

**6.3.** The deposit is due and payable as follows:

**6.3.1.** The reservation fee of **20%** of the total cost is due **upon execution** of this contract. This contract is not considered valid until this initial deposit is paid. Photographer **WILL NOT** reserve any dates, confirm contract, or make any other preparations for client’s event **UNTIL** this fee is paid.

**6.3.2.** An additional **30%** of the total cost is due **90 days** before the event. If the additional amount is not paid within **ten days** of the date due, Photographer may deem the contract void, Client understands that all funds paid will be considered earned, and the parties have no further obligations to one another.

**6.3.3.** If this contract is signed within **90 days** of the event, Client agrees that 50% must be paid upon execution of this contract and that this contract is not valid until this initial 50% is paid. Photographer **WILL NOT** reserve any dates or make any other preparations for Client’s event **UNTIL** this deposit is paid.

**7. What happens if this contract is cancelled.**

**7.1.** At the Client’s discretion.

**7.1.1.** Client understands that pursuant to this contract, Photographer may forgo opportunities to book other business on the date of the event. Client understands that in exchange for this consideration, Client agrees to the following:

**7.1.1.1.** In the event that Client reschedules the event and Photographer is available for the rescheduled date, Photographer may amend the Event Date in this contract and Client will receive credit for all funds paid. In the event that the Client reschedules the Event and Photographer is **NOT** able to rebook the original Event, Photographer will **NOT** amend the Event Date in this contract and Client will forfeit the Deposit but receive a refund for all other funds paid. The Photographer reserves the right to charge additional fees to cover added expenses incurred due to the date change.

**7.1.1.2.** In the event that the Client cancels the Event outright, Client will forfeit the Deposit but receive a refund for all other funds paid. Cancellation must be in writing; a phone call alone is insufficient.

**7.2.** At Photographer’s discretion.

**7.2.1.** In the unlikely event that Photographer is unable to provide the services described in this contract for any reason including, but not limited to, illness, injury, emergency, or act of God, sudden event or other circumstances beyond the control of Photographer, a substitute photographer may be sent without additional cost. This contract will be transferable to said photographer. If the Client declines the substitute photographer, the Client may instead terminate this Agreement, and receive a full refund of all money paid.

**7.3.** Return of monies paid.

**7.3.1.** In the event that any refunds are due under the terms of this Agreement, Photographer will issue refunds to the person/entity who paid.

**8. Photographer’s travel expenses defined.**

**8.1.** The Travel Expense Fee represents the entirety of the reimbursement to cover travel time, travel expenses, and related expenses incurred by Photographer associated with travel to the event location necessary to fulfill the obligations under this agreement.

**9. Final Payment**

**9.1.** The final payment is due 20 days prior to the event.

**9.2.** Photographer will only begin editing photographs after all payments have cleared.

- 9.3. No photographs, albums, prints or other materials will be released to Client until all payments have cleared.
- 10. How to pay and what fees may be added.**
- 10.1. Payment may be made by
- 10.1.1. Cash;
  - 10.1.2. Check;
  - 10.1.3. PayPal; or
  - 10.1.4. Credit Card
- 10.2. There is a \$35.00 charge for payments returned by the bank for any reason.
- 10.3. If the Photographer agrees to accept a payment after the due date, an additional fee of 5% may be charged.
- 11. Parties agree that the Photographer will receive meals and breaks.**
- 11.1. Photographer works diligently to photograph the event and may need to make reasonable use of the restroom or break for water and a meal. If Photographer will be photographing for six hours or more, Client agrees to provide a meal for Photographer.
- 12. Photographer is only person to be paid to photograph and guest photographs may have consequences.**
- 12.1. Unless otherwise agreed, Parties understand that Photographer will be the sole person hired to photograph event. Photographer reserves the right to bring one assistant at Photographer's discretion.
- 12.2. Paparazzi guests may ruin photos. Photographer requests that Client's guests take photos during the event only if they do not interfere with the Photographer. If a problem arises, the On-Site Event Contact will be advised to handle the situation for the Photographer.
- 13. Digital Images, Prints and Copyrights**
- 13.1. The photographs, digital negatives or prints produced by Photographer are protected by United States Copyright Laws (USC Title 17) and all rights are reserved other than as prescribed elsewhere in this agreement. High resolution digital photographs are intended for personal use and printing of Client. Client must obtain permission from Photographer prior to the releasing, publishing, or selling the photographs for commercial or press/media purposes. Digital editing and processing may take up to eight weeks after the Wedding Date for completion and posting to the online proofing gallery. The digital images will be delivered within one week of the Client's final approval of the digital photographs in the online gallery.
- 14. How many, when, and what to expect of final photographs.**
- 14.1. Photographer will edit and deliver a minimum of 100 edited photographs per hour of Photography Time. Photographer will not provide any unedited or "RAW" files. Photographer may choose not to deliver all photographs taken during the Photography Time. Photographer will make every reasonable effort to correct exposure, color, tone, contrast, sharpness, and cropping of all delivered photographs to the liking of Client. Photographer will not selectively edit portions, remove or add people or objects, or otherwise "Photoshop" individual photographs.
- 14.2. Digital processing takes approximately 14 days and prints/reproductions/enlargements take 4-5 weeks, and possibly longer. A digital proof album will be given to Client no more than 28 days after the event, assuming the outstanding balance has been paid.
- 15. Album**
- 15.1. If an album credit is included in the package, the album credit includes professional layout and design by Photographer actual physical album, and final delivery of album. Client is entitled to one album consultation and has the opportunity to select the photos for the album, view a draft, request two major layout/design changes, and has final approval of album. Album credit applies to rates in album catalog provided to Client.
- 16. Ordering seconds.**
- 16.1. The Photographer maintains Client photos for 365 days after the Event Date.
- 16.1.1. Until that time, Client may order digital photos
  - 16.1.2. After that time, Client understands that the Photographer has no obligation to provide any copies of any photos from the Event.
- 17. Model Release**

17.1. The Client hereby grants to the Photographer and Photographer's legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the event and Clients, provided the photographs are not obscene or inflammatory, for editorial, trade, advertising, stock, commercial, competitive and any other purpose and in any manner and medium; to alter the same without restriction and without further notice to Clients, and to copyright the same. The Client hereby releases the Photographer and Photographer's legal representatives and assigns from all claims and liability relating to said photographs.

**18. Limit of Liability**

18.1. Photographer takes the utmost care with respect to exposure, transportation, and processing photographs including using professional grade equipment and professional grade backup equipment. However, in the unlikely event those photographs have been lost, stolen, damaged, or destroyed, Photographer's liability is limited to the return of all payments received. The limit of liability for a partial loss of originals shall be a prorated amount of the photographs lost based on the percentage of total number of photographs agreed upon in this contract. The limit of liability shall not exceed the contract price stated herein.

The parties have read all pages of this agreement agree to all of its terms and acknowledge receipt of a complete copy of the agreement signed by both parties. Each and every person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this agreement.

**Dated: January 22, 2015**

**By:** \_\_\_\_\_  
**Photographer on behalf of Wedding Photography, LLC**  
Name

**Dated: January 22, 2015**

**Client:** \_\_\_\_\_  
Click here to enter text.

**Dated: January 22, 2015**

**Client:** \_\_\_\_\_  
Click here to enter text.



