

Agreement for Wedding Photography

Wedding Date: _____

Client(s) Name: _____ and _____

Address: _____

Phone Numbers: (_____) _____ - _____ (H/W/C) (_____) _____ - _____ (H/W/C)

Email Addresses: _____

Ceremony Location: _____ Time: _____

Reception Location: _____ Time: _____

- 1. **Copyright.** All photographic images created by The Photographer are copyright protected. It is a violation of federal copyright law to copy, scan, or allow images The Photographer has created to be reprinted, duplicated, digitally reproduced, copied, scanned or altered (digitally or otherwise), without The Photographers express permission. The Client(s) agrees to purchase wedding photography prints directly from The Photographer unless in possession of the digital negative files, which can be purchased separately. The negatives/digital files remain The Photographer’s sole property unless purchased by the Client(s).
- 2. **Exclusivity.** In order for the Client(s) to receive the best service, The Photographer must be the exclusive professional photographer for the wedding events. An exception occurs with the use of a “second shooter” chosen and hired by The Photographer. Additional professional photographers may be employed only with prior written permission from The Photographer. Guest photographers are welcome with a few restrictions. The Photographer will request intervention if a guest is inhibiting The Photographer’s ability to fully and satisfactorily document the Client(s) wedding. The use of flash photography during important events shall be limited to avoid interference with lighting, resulting in less than satisfactory capture of the moment. Guest photographers will be restricted from being present during any and all formally posed and or candidly posed portraits.
- 3. **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(s) for any claim or loss arising from The Photographer’s performance is limited to a refund to the Client(s) of the amount paid for services. Because a wedding is an uncontrolled event, The Photographer cannot absolutely guarantee delivery of any specifically requested image(s). In the unlikely event of personal illness or other circumstances beyond the control of The Photographer, such as fire, transportation problems, or

Act of God, a substitute photographer acceptable to the Client(s) may be sent to fulfill the obligations of The Photographer. In such cases that the Client(s) declines the substitute photographer, the Client(s) may terminate this agreement and receive a full refund of all monies paid. The Photographer will not be held liable for the finished product or incomplete coverage in the event of Client(s) tardiness or time restrictions or any other photographic restrictions placed on The Photographer by the Client(s) or any outside vendors, including emcee, DJ, clergy or church restrictions and/or venue policies on the day of the event. Liability for a partial loss of photographs shall be pro-rated based on the percentage of total. The Photographer cannot account for any unwillingness of the Client(s) or other included persons to be photographed and shall not be held responsible for any loss of coverage due to any persons refusing to be photographed or participate. Emergencies such as serious illness or death to the Client(s) in this agreement or their immediate families will cause this Agreement to be null and void. The Photographer will return all monies except the 10% required retainer and will not charge for time or material expenses incurred while preparing for the event. Client(s) must produce documentation in tangible form showing cause, stating reason, relationship, and a verifying signature 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, grandparents, the bride, and the groom.

4. **Safety.** Ensuring the appropriate behavior of all guests and other persons at the events covered by The Photographer shall be the responsibility of the Client(s). In the event The Photographer or The Photographer's employee(s) experience any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the event (including but not limited to, unwelcome sexual advances, verbal or physical conduct of a sexual nature, threats of violence, or purposeful damaging of equipment) then the following process shall be followed: first offense: a verbal warning will be issued to a family member of the Client(s); second offense: the offending person will be required to leave the wedding or event; third offense: The Photographer will end all coverage immediately and leave the event. The Photographer shall be entitled to retain all monies paid hereunder and the Client(s) agrees to hold The Photographer harmless as a result of incomplete coverage. Immediate danger to The Photographer or intentional damage to or destruction of The Photographer's property will immediately nullify this Agreement, and the Client(s) agrees to hold The Photographer harmless as a result of incomplete coverage.
5. **On site permissions.** Permission to use each location intended for photography, including the wedding and reception locations, and any others will be obtained in advance of event by the Client(s) unless otherwise agreed upon. Venue and pertinent vendor contact information should be provided to The Photographer to allow for full comprehension of any limits or restrictions, and scheduling prior to event. This information may be relayed through Client(s) given the information is accurate and received prior to event. Locations will be agreed upon in advance of event. If logistically possible the venue shall be visited by the Client(s) and The Photographer before event. The Photographer should be present at any rehearsal of event, if applicable. This is done to facilitate familiarity with the necessary participants and the schedule of events.
6. **Retainer and Payment.** The Photographer shall reserve the time and date for services upon receipt of a minimum retainer at 10% of the total photography shoot fee. The balance due for photography services must be paid in full before the event date, unless alternative payment options have been previously agreed upon. The retainer is non-refundable except in the events previously stated requiring a complete refund. In the event the contract is terminated by the Client(s) the retaining deposit shall be kept by The Photographer in recompense for the loss of time and revenue. The Photographer must receive notice of

cancellation in writing, signed by the contracted party 30 days prior to the event. If the Client(s) fails to supply written cancellation prior to the 30 day cut off The Photographer shall keep all monies paid and shall retain no further obligation to this Agreement. If booking is made within the 30 days prior to the event and cancelled a refund will not be given and The Photographer shall retain no further obligation. In the event the Client(s) fails to remit payment as specified, The Photographer shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend the event or provide products listed in this Agreement. Returned checks will be assessed a \$25 non-sufficient funds fee, and all future purchases/payments must be paid by Cash or Cashier's Check. Unless the contract is canceled, the retainer shall be applied to the photography services fee total.

7. **Reschedule.** In the event that the Client(s) reschedules the wedding, prior to the 30 day cut off, and The Photographer is available on the new date the Client(s) will receive credit for all monies already paid. A new contract may be required. The new package will reflect any pricing changes that have gone into effect between the original contract and new booking date. In the event The Photographer is not available for the new date the Client(s) forfeits the retaining deposit but will receive a credit or refund for all other monies paid.
8. **Provision of The Photographers requirements.** The day of the event a reasonable amount of food and non-alcoholic beverage will be provided by the Client(s) for The Photographer(s), or the cost of a meal will be added to, or incorporated into the package fee, and a set period of time will be set aside during which The Photographer will not be responsible for coverage of the event, and to allow The Photographer time to eat, insuring best performance by The Photographer.
9. **Archival.** The digital negative files will be stored in a good faith effort by The Photographer to archive the photographs for a given number of years, at which point the negative files will be destroyed to make room for future Client(s)'s files and will no longer be available in any form. The Photographer will make the best effort to contact the Client(s) before such an event occurs. The Client(s) will then have the option to purchase the digital negative files at the cost as it applies at that time, or to approve file destruction. If The Photographer cannot contact the Client(s) the negative files will be archived on current media for another given amount of time, but will not be available for re-order or purchase without an additional retrieval fee of up to 50% of the new order. Additional products may be ordered without any retrieval fee for up to one year following the wedding date. After the one year period a retrieval fee of 10% shall apply, with an additional 10% applied each year following the event date, with a maximum possible fee of 50%.
10. **Pricing.** Services or merchandise not included in this initial contract will be sold at current price when an order is placed, in addition to the applicable retrieval fee. All prices and products are subject to change at any time without notice.
11. **Image Processing/Printing.** Unless agreed upon prior to any editing work, proofs may contain a mixture of color, black and white, selective color images, and otherwise edited or stylized images. Alternative editing methods may be discussed prior to any finalized order and may be agreed upon, however, final artistic choices remain with The Photographer. The Client(s) is not required by this contract to make any further purchases or to purchase any images they do not fully approve, other than those already paid for and included in this Agreement. The Client(s) is limited to 3 major changes to an album, should one be included with Client(s) selected service after original design. A major change constitutes theme, color scheme, layout, or rearrangement of photographic images.

12. **Model Release.** Upon Client(s) approval The Photographer may make reproductions for the Client(s), The Photographers portfolio, samples, self-promotions, or for professional competition and review. The Client(s) images may be additionally used for advertising or marketing by The Photographer. If the Client(s) decline this use of images reproductions will only be made for the Client(s) unless written permission is first obtained from the Client(s).
13. **Services/Products.** In regards to the photography services provided and products produced, The Photographer’s responsibility is limited to those items agreed upon before signing of the contract. These items will be listed in relative detail further within this document. Additional services and products may be purchased a la carte and will receive their own contract and recording.
14. **Agreement/Jurisdiction.** The person(s) whose signature(s) appear on this contract, known as “Client(s)”, agree that Danielle Wilborn of Alten Studio, known as “The Photographer”, shall provide services to photograph the Client(s)s wedding and related events to the best of The Photographers abilities, in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. The laws of the State of Indiana shall govern this contract, and any resulting arbitration shall take place within St. Joseph County, Indiana. Client(s) assumes responsibility for all collection costs and legal fees incurred by The Photographer should enforcement of this contract become necessary. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.
15. **Services Specified to be Provided Per this Agreement and Cost of Services.**

Cost of Specified Services:

Services Coverage

(Additional details recorded elsewhere will be copied and attached to this Agreement along with any and all related receipts)

Extras

I agree to the use of images for marketing and promotional use as specified on page 3, section 11 _____

I do not agree to the use of images for marketing and promotional use as specified on pg 3, section 11 _____

Bride signature: _____ Date: _____

Groom signature: _____ Date: _____

Photographer: _____ Date: _____