

Wedding Photography Agreement - PRO Photography of New England

Wedding Date: _____ **Time Photography Starts:** _____ **Time Photography Ends** _____

Other Shooting Dates And Times Agreed Upon _____

Wedding Location: _____

Bride's Name: _____ **Phone:** _____ **Cell:** _____

Address: _____

Email: (Home) _____ **(Work)** _____

Groom's Name: _____ **Phone:** _____ **Cell:** _____

Address: _____

Email: (Home) _____ **(Work)** _____

Wedding Theme: Please specify: Traditional / Formal / Informal / Casual / Other _____

Wedding Attire: Describe bride, groom and wedding party attire _____

Photography Fee agreed to: _____ (plus applicable expenses/taxes as described in the contract). A retainer of 50% \$ _____ is due at the signing of this agreement, with the balance \$ _____ to be paid on the date of the wedding.

Expenses: (The Client is responsible for all travel, accommodation, meal, and transport costs unless provided by the Client)

Wedding Package and Services Included For The Fee Stated Above: _____

Entire Agreement: This agreement contains the entire understanding between PRO Photography of New England and the Client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

Retainer: A signed contract and retainer fee are required to reserve the specified coverage.

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Pre-Event Consultation: The parties agree to a pre-event consultation two to three weeks before the event date in order to finalize the actual shooting times, locations, and **Client's** request list (in writing) for specific photographs. The bride and groom agree to set aside at least one hour of time that ends 1/2 hour before the ceremony commencement of the wedding and a 30 minute time frame afterward for photographs that cannot be obtained during the wedding. If the bride's or groom's late arrival prevents a full hour from occurring the photographer shall not be held liable for failure to take desired photographs.

Cooperation: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. PRO Photography of New England recommends that the Client designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the wedding that they wish to have photographed. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. PRO Photography of New England is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to PRO Photography of New England.

Shooting Time / Additions: The photography schedule and selected ways and means are designed to accomplish the goals and wishes of the Client in a manner enjoyed by all parties. Client and PRO Photography of New England agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.

House Rules: The photographer is limited by the guidelines of the ceremony official or reception site management. Client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of the guidelines is Client's responsibility; PRO Photography of New England will offer technical recommendations only.

Digital Images, Film and Copyrights: *Until Final Payment* for services rendered is made, the photographs produced by PRO Photography of New England are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without PRO Photography of New England's explicit written permission. Upon final payment by the Client, **limited** copyright ownership of the resulting images will be transferred to the Client under the following conditions:

The digital images, negatives and or slides are the property of the Client for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives.

The Client must obtain written permission from and compensate PRO Photography of New England prior to the Client or its friends and relatives publishing or selling the photographs for profit.

Exhibition: Requests for specific digital images to be used by PRO Photography of New England may be requested at a future time. Client grants PRO Photography of New England permission to display selected images resulting from this assignment as an example of PRO Photography of New England's work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

Model Release: The Client hereby grants to PRO Photography of New England and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of

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the Client or in which the Client may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases PRO Photography of New England and its legal representatives and assigns from all claims and liability relating to said photographs.

Limit of Liability: In the unlikely event that the photographer is injured or becomes too ill to photograph the event, PRO Photography of New England will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. PRO Photography of New England takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond PRO Photography of New England's control, PRO Photography of New England's liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

Retainer: In the event of cancellation, the Retainer paid is non-refundable. It shall be liquidated damages to PRO Photography of New England in the event of a breach of contract by Client. The Client shall also be responsible for payment for any PRO Photography of New England materials charges incurred up to time of cancellation.

Completion Schedule: Digital processing and CD creation takes approximately two weeks. Additional time may be required depending on the order and delivery of printed or other digital materials.

Payment Schedule: 50% due at time of signing of agreement. Balance payable in full at time of wedding day.

I have read and understood the terms above. I hereby agree to the terms of the agreement.

Signed _____ (Bride) Date _____

Signed _____ (Groom) Date _____

Signed _____ PRO Photography of NE Date _____