

All American Photography

Wedding Photography Contract

Client _____ Date _____
 Address _____ Telephone _____
 _____ Order Number _____

Bride's Name _____ Groom's Name _____
 Address _____ Address _____

 Couple's future address _____

Description of Photographic Services to be Provided

Black and White print for Newspapers _____ Bride only _____ Bride and Groom _____
 Number of previews or proofs to be shown to Client _____
 Locations for Photography
 Home, address _____ Date _____ Time _____
 Rehearsal, address _____ Date _____ Time _____
 Ceremony, address _____ Date _____ Time _____
 Reception, address _____ Date _____ Time _____
 Special Services, if required _____

Charges. The package fee is based on the Photographer's Standard Price List and includes the photographs described therein. If the fee is not based on a package but is a session fee, all photographs shall be billed in addition to the fee and in accordance with the Standard Price List. In addition to either the package fee or the session fee, the extra charges set forth below shall be billed if and when incurred.

Hourly Fee (# of hours _____) * (\$50.00 per hour)..... \$ _____
 Other Charges
 Resitting.....\$ _____
 Special Retouching/Effects.....\$ _____
 Special Finishes.....\$ _____
 Travel (\$0.25/mi over 25 miles).....\$ _____
 Other.....\$ _____

Subtotal.....\$ _____
 +Sales Tax.....\$ _____
=Total Due.....\$ _____
 - Deposit (50%)\$ _____
=Balance Due.\$ _____

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

Client _____ Client _____ Client _____
 Photographer _____ Date _____

Terms and Conditions

- 1. Exclusive Photographer.** The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the wedding. Family and friends of the Client shall be permitted to photograph the wedding as long as they shall not interfere with the Photographer's duties.
- 2. Deposit and Payment.** The Client shall make a deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. If the Client refuses delivery of the order or refuses to pay within thirty (30) days of this order, Client shall be in default hereunder and shall pay 20 percent interest on the unpaid balance until payment is made in full.
- 3. Cancellation.** If the Client shall cancel this Agreement thirty (30) or more calendar days before the wedding date, any deposit paid to the Photographer shall be refunded in full. If Client shall cancel within thirty days of the wedding date and if the Photographer does not obtain another assignment for that date, liquidated damages shall be charged in a reasonable amount not to exceed the deposit.
- 4. Photographic Materials.** All photographic materials, including but not limited to digital files, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer shall make previews available to the Client for the purpose of selecting photographs. The Photographer may, with the Client's permission, make the proofs available on a web site or CD-ROM.
- 5. Copyright and Reproductions.** The Photographer shall own the copyright on all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's place of business. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.
- 6. Client's Usage.** The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a print for newspaper announcement of the wedding, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit for the Photographer adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so.
- 7. Failure to Perform.** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.
- 8. Photographer.** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or of scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
- 9. Inherent Qualities.** Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
- 10. Photographer's Standard Price List.** The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
- 11. Client's Originals.** If the Client is providing original prints, negatives, digital files, or transparencies owned by the Client to the Photographer for duplication, framing, reference, or any other purpose, in the event of loss or damage the Photographer shall not be liable for an amount in excess of \$ 10.00 per image.
- 12. Miscellaneous.** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the State of West Virginia.