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AGREEMENT FOR WEDDING PHOTOGRAPHY

Locations & Times

Date of Wedding: _____

Bride's Name: _____

Address: _____

City, State, Zip: _____

Email Address: _____

Home Phone: _____

Work Phone: _____

Cell Phone: _____

Groom's Name: _____

Address: _____

City, State, Zip: _____

Email Address: _____

Home Phone: _____

Work Phone: _____

Cell Phone: _____

Where Dressing: _____

Address: _____

City, State, Zip: _____

Phone: _____

Getting Ready: _____

Bride: _____

Maids/Family: _____

Done By: _____

Ceremony Location: _____

Address: _____

City, State, Zip: _____

Officiated By: _____

Groom/men: _____

Ceremony: _____

Family Photo's: _____

Done By: _____

Outdoor Photo's at: _____

Address: _____

City, State, Zip: _____

Time: _____

Done By: _____

Reception Location: _____

Address: _____

City, State, Zip: _____

Catering Manager: _____

Cocktails: _____

Done By: _____

Reception Ends: _____

No. Guests: _____

Address After

Wedding: _____

City, State, Zip: _____

Phone: _____

July 19, 2007 (12:49pm)

Additional Wedding Information

No. in Bridal Party: Bridesmaids + Groomsmen + Flower Girls + Ring Bearers +
 Ushers

Level of Coverage: Photographers; Hours; (: AM - : PM)

Format: _____

Additional Package Options: _____

Promotion/Discount: _____

Preview Media: _____ Total:

Special Instructions: _____

Payment Schedule

Initial Deposit: \$500.00 (Required to reserve wedding date)

2nd Payment: (\$500.00) (Due 2 weeks prior to wedding date)

Final Payment: \$0.00 (Due when placing final album / reprint orders)

Total Payments: \$0.00

July 19, 2007 (12:49pm)

Terms and Conditions

- 1) This agreement constitutes an order for...
 - a) Wedding Photography Coverage as specified under “**Level of Coverage**” on page 2;
 - b) One set of Edited Photographs as specified under “**Preview Media**” on page 2;
 - c) The items listed under “**Additional Package Options**” on page 2 or “Alternate Goods / Services” (See 10).
- 2) Both Photographers agree to provide formal and candid photography services at the times and requested locations specified under “**Locations and Times**” on page 1.
- 3) A \$500.00 non-refundable deposit is required to reserve a Wedding Date.
- 4) Upon receipt of deposit and one (1) signed copy of this Agreement...
 - a) If requested wedding date is still open, both Photographers agree to reserve the times/date requested under “**Locations and Times**”, and will not make any other reservations for those times and date. Upon deposit of your check, this Agreement is deemed accepted by both Photographers and Client.
 - b) If requested wedding date is no longer available, Photographers will notify Client immediately, return his/her deposit check, and this Agreement is then deemed terminated.
- 5) At Client’s request, Photographers will provide up to 2 hours of consultation with Client for developing a wedding plan. Consultation will be done over the phone, or at a location acceptable to Photographers. In the absence of a Client initiated consultation, Photographers will contact Client, by phone, the week of the wedding (usually Tuesday) to review the plan for the wedding day and gather necessary information.
- 6) Client’s Second Payment is due two (2) weeks prior to the wedding day. If Client’s second payment is NOT received by the consultation phone call (week of the wedding)...
 - a) Photographers will notify Client that he/she is in default and
 - b) Client will make arrangements with Photographers to either hand deliver the Second Payment or specify an express mail carrier, shipment date, and tracking number by which the Second Payment will arrive.
 - c) Photographers will return any duplicate payments received in the mail beyond the due date.

If Client’s Second Payment is NOT received by the start of the Wedding, Photographers will...

- a) Decline to photograph the wedding.
 - b) Walk away and retain all deposits.
 - c) Be released and held harmless from all other obligations in this Agreement.
- 7) On the wedding day, Photographers will notify Client when they are close to completing the wedding photography as specified under “**Level of Coverage**” on page 2. This is usually towards the end of the reception. Client may request Photographers to continue photographing anyway. Client is then responsible for any additional charges caused by exceeding the “**Level of Coverage**” amount...

Extra Per / Hour Charges:	\$200.00 / Hour
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- 8) After the wedding has ended, Photographers will have the photographs transferred to the media as specified under “**Preview Media**” on page 2. Photographers will edit the Preview Media. The determination as to which Previews get deleted, is at the sole discretion of the Photographers. Photographers will uniquely identify the remaining Previews on the Preview Media to facilitate reprint / enlargement order(s). Photographers will notify Client when the Preview(s) are ready for viewing (please allow 8 to 12 weeks).
- 9) Photographers agree to provide reprint and enlargement services, at Photographer’s then current rates, for up to one (1) year following the date of the wedding. Reprint and enlargement order forms will be provided by Photographers.
- 10) Photographers agree to provide the items listed under “**Additional Package Options**” on page 2 at the rate(s) specified, for up to (1) year following the date of the wedding. After the (1) year ordering period has expired, Photographers, at their sole discretion, will either...
 - a) Provide the above items at Photographer’s then current rates, or
 - b) Turn negatives / original digital files over to Client (see 16 below).

Client may substitute “Alternate Goods / Services” in place of or in addition to the items listed under “**Additional Package Options**” on page 2 subject to the following conditions...

- c) The total dollar amount of the “**Additional Package Options**” on page 2 is maintained or exceeded.
- d) The “Alternate Goods / Services” are part of Photographers then current offerings.
- e) the (1) year ordering period has not expired.

The “Alternate Goods / Services” will be charged at Photographers then current rates unless...

- f) Client can present the original hard copy price list in effect at the signing of this contract to be applied and;
- g) The maximum dollar amount to be applied using the old price list does not exceed the total dollar amount of the “**Additional Package Options**” specified on page 2. Excess items will be prorated as necessary.

- 11) Client will collect all orders from family and guests within 90 days from the date the Preview Media was received. This includes orders for reprints, enlargements, and additional hard copy albums as well as corresponding payment(s). Client will then deliver all orders, corresponding payments, and the Final Payment, to Photographers, in one complete package. Photographers will proceed with reprints, enlargements, and hard copy albums, only after full payment is received for all items. Please allow 90-180 days for hard copy albums, reprints, and enlargements.
- 12) Client is entitled to keep the **"Preview Media"** specified on page 2 and if desired, copy / distribute the media to relatives and guests. Under no circumstances is client to distribute / sell copies of the **"Preview Media"** to the general public. Photographers retain all copyrights as far as the general public is concerned.
- 13) Photographers will capture the wedding using the **"Format"** specified on page 2. However, Photographers retain the right to revert to "Film Capture" in the event of equipment failure, technical difficulties, high-contrast scenes, true B/W images, special effects, or any situation where "Film Capture" is deemed superior by Photographers for quality and/or technical reasons.
- 14) All images are the property of the Photographers. Photographers retain the right to sell, copy, display, and/or publish any/all images created under this agreement, to the general public, for any reason, including but not limited to: advertising, marketing, sales, print competitions, educational seminars, and monetary gain. The mediums for display could include newspapers, magazines, books, television, and the Internet, but are not limited to only these mediums. Photographers retain these rights even after turn-over of digital files / negatives to Client.
- 15) Negatives may or may not exist depending on the **"Format"** specified on page 2. If negatives do exist, they are the property of the Photographers. Photographers may turn over negatives to Client for storage and safe keeping subject to the following conditions...
 - a) Full payment has been received for all items; and
 - b) Client has met the terms for obtaining the negatives under **"Additional Package Options"** specified on page 2 or if not specified, has met Photographers "then current" terms / rates; and
 - c) All requested hard copy album(s), enlargement(s), and reprint order(s) have been completed; and
 - d) Photographer's promotional needs have been met (Photographers may hold negatives for advertising, creating demonstration albums...etc.); and
 - e) Client agrees to limit use of negatives to reprints and enlargements for family and guests only. Any use for the general public or for monetary gain will be considered copyright infringement.

Negatives NOT requested within 2 years are considered unwanted, and may be discarded by Photographers. Once negatives are turned over to Client, Photographers are free from all obligations to provide hard copy albums, reprints, and enlargement services.

- 16) If a Photographer becomes sick or injured to the extent that he /she cannot physically photograph the wedding...
 - a) Photographers agree to make all reasonable efforts to find a last minute replacement, but cannot guarantee such.
 - b) If Client does not like the Replacement Photographer, Client may request single photographer coverage.
 - c) If Client chooses single photographer coverage, Photographers will reduce the total contract cost by \$50.00 / hour to reflect the change.
- 17) If, for any reason, the wedding is cancelled, Client shall forfeit his / her \$500.00 deposit and Photographers will release Client from any / all other liabilities, charges, or expenses contained in this Agreement.
- 18) Photographers limits any liability for loss, damage or failure to deliver pictures for any reason, to return of all deposits and payments made.
- 19) If the **"Level of Coverage"** on page 2 exceeds 6 hours or extends past 8:00 PM, and Client is providing food to guests, Client agrees to provide each Photographer with a hot meal at the same time as their guests. If this condition is not met, Photographer retains the right to leave the meal location for up to 1 hour to find food and Client shall remain obligated for the entire **"Level of Coverage"** amount.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement as of the first date below.

("Photographers")

BY: _____ / _____

NAME: Jim Postilion / Jean Kiner

DATE: July 19, 2007 (12:49pm)

("Client")

BY: _____

NAME: _____

DATE: _____