

## WEDDING PHOTOGRAPHY AGREEMENT - ALS PHOTOGRAPHY

Wedding Date: \_\_\_\_\_ Wedding Time: \_\_\_\_\_

Ceremony Location & Address: \_\_\_\_\_

Reception Location & Address: \_\_\_\_\_

Bride's Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Groom's Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Wedding attire: describe bride, groom and wedding party attire \_\_\_\_\_

Number of attendants for bride \_\_\_\_\_ for groom \_\_\_\_\_ children \_\_\_\_\_ Colors \_\_\_\_\_

Type of photography desired: formal/traditional \_\_\_\_\_ lifestyle \_\_\_\_\_ combination of both \_\_\_\_\_

Photography fee agreed to: \_\_\_\_\_ (plus applicable expenses/taxes as described in the contract).

A deposit of \$\_\_\_\_\_ is due at the signing of this agreement, with the balance of \$\_\_\_\_\_ to be paid seven days before date of the wedding. No photography will take place until payment is made in full.

**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 ALS Photography and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. Any adjustments/additions to this agreement must be agreed upon by both ALS Photography and the CLIENT and will be billed accordingly.

**PRE-EVENT CONSULTATION/PHOTOGRAPH TIMES:** The CLIENT agrees to a pre-event consultation at one to two weeks before the event date in order to finalize the actual shooting times and locations. CLIENT may submit a request list (in writing) for specific photographs. The bride and or groom agree to set aside at least one hour of time that ends ½ an hour before the ceremony commencement of the wedding and a 45-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. ALS Photography recommends that 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. ALS Photography is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to ALS Photography.

**SHOOTING TIME/ADDITIONS:** The photography schedule and selected methodology are designed to accomplish the goals and wishes of the CLIENT in a manner enjoyed by all parties. CLIENT and ALS Photography 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 guidelines is CLIENT's responsibility. ALS Photography will offer technical recommendations only.

**EVENT MEAL:** CLIENT agrees to include the photographers in the meal.

**COPYRIGHTS:** *Until final payment* for services rendered is made, the photographs produced by ALS Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without ALS Photography's explicitly 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 images or CDs are the property of 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 ALS Photography prior to the CLIENT or its friends and relatives publishing or selling the photographs for profit.

**EXHIBITION:** CLIENT grants ALS Photography permission to display selected images resulting from this assignment as an example of ALS Photography'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 ALS Photography and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of 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 ALS Photography 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, ALS Photography 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. ALS Photography 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 ALS Photography's control, ALS Photography 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.

**PRICING:** The charges in this contract are based on ALS Photography current price list. This price list is adjusted periodically and future orders or additions shall be charged at the prices in effect at the time the changes/future orders are placed.

**SECURITY DEPOSIT:** In the event of cancellation, the security deposit paid is non-refundable. It shall be liquidated damages to ALS Photography in the event of a breach of contract by CLIENT. The CLIENT shall also be responsible for payment for any ALS Photography charges incurred up to time of cancellation. If the event is postponed, the deposit can be transferred to the new date, providing the new date is available.

**RETURNED CHECKS:** In the unlikely event that a check is returned from the bank, a \$25 return check fee shall be assessed.

**UNPAID BALANCE:** CLIENT agrees to pay all reasonable legal fees and costs incurred in the collection of any and all of an unpaid balance owed and/or for legal matters related to copyright infringement. Any legal matters shall be handled in the Randolph County, NC court system.

**COMPLETION SCHEDULE:** CD creation takes approximately three weeks.

**PAYMENT SCHEDULE:** Security deposit is due at time of signing of agreement. Balance payable in full seven days before wedding.

**IMAGE FILE ACCESS:** All photos will be kept on file for one year. After one year, photos are moved to an archive file. There is a \$100 fee (paid upfront) for files to be recovered from the archives and uploaded to the website.

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

Signed \_\_\_\_\_ (CLIENT) Date \_\_\_\_\_

Signed \_\_\_\_\_ (ALS PHOTOGRAPHY) Date \_\_\_\_\_

**Fax the signed form back to ALS PHOTOGRAPHY at 336-861-7337 or mail to ALS PHOTOGRAPHY, 227 Aldridge Lane, Archdale, NC 27263 to confirm your wedding photography.**