

Wedding Photography Contract

Cell: 074 232 3959 | leonkramer5@yahoo.com

Wedding Date and Time: _____

Bride's Name: _____

Phone: _____ Fax: _____

Address: _____

email: _____

Groom's Name: _____

Phone: _____ Fax: _____

Address: _____

email: _____

Time Photography Session Starts: _____ Ends: _____

Amount of Guests: _____

Other Photography Sessions agreed on: _____

Wedding Chapel Location: _____

Wedding Official and Contact Number: _____

Wedding Reception Location: _____

Wedding Reception Manager and Contact Number: _____

Bride's Dress-up Location: _____

Wedding theme: please specify colour scheme / traditional / formal / informal / casual etc.

Wedding Attire: describe bride, groom and wedding party attire

Photography fee agreed on: R_____ (plus applicable expenses as described in the contract).

A deposit of 50% (R_____) is due when this agreement is signed, and the balance

(R_____) is to be paid one week prior to the wedding date.

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between Leon Kramer Photography and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

2. RESERVATION: Upon your signature, Leon Kramer Photography will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of 50% is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due 1 week prior to the wedding date.

Please Note: No photography will take place unless the full amount has been paid to Leon Kramer Photography.

3. PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the wedding date in order to finalise the actual shooting times and locations.

4. CANCELLATION: In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the deposit will be forfeit.

5. EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

6. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Leon Kramer Photography is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to Leon Kramer Photography. Leon Kramer Photography recommends that THE CLIENT designate an "event guide" (see PRE-EVENT CONSULTATION above) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

7. GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors. Leon Kramer Photography will not tolerate verbally or physically abusive behaviour, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests

damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

8. MEALS: Set places at a table, food, water and juice will be provided for all staff of Leon Kramer Photography working at the wedding on the wedding day. Sufficient time will also be allowed for Leon Kramer Photography staff to eat their meal.

9. 90 MINUTE WINDOW: The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 60 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception.

The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 90 minute window from occurring, Leon Kramer Photography shall not be held liable for failure to take desired photographs.

10. 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 involved. THE CLIENT and Leon Kramer Photography agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, Leon Kramer Photography will not be held liable for any photographs not taken.

11. HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; Leon Kramer Photography will offer technical recommendations only.

12. PAYMENTS: THE CLIENT agrees that a 50% non-refundable booking fee is required at the time of contract acceptance and 100% of the remaining balance is due one week prior to the wedding date.

13. METHOD OF REMUNERATION: Payment may be made in cash or deposited into the following bank account:

Mr. L.W. Kramer
Nedbank
RandRidge Mall
Branch Code: 151405
Savings Account: 2514271967

Reference: Brides name and date

PROOF OF PAYMENT TO BE PROVIDED ON REQUEST

NO CHEQUES ACCEPTED

14. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by Leon Kramer Photography are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without Leon Kramer Photography explicit written permission.

1. In accordance with section 21 (1)(e) of the South African Copyright Act No 98 of 1978 as amended,

the provisions of Section 21 (1)(c) shall not apply to the work(s) to be made in terms hereof and the photographer will be the author of the work(s) and the copyright subsisting therein.

2. Leon Kramer Photography supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those images in a given context. No property or copyright in any images shall pass to THE CLIENT whether on its submission, or on Leon Kramer Photography grant of reproduction rights in respect thereof.

3. Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied.

Upon final payment by THE CLIENT, limited usage rights of the resulting images will be transferred to THE CLIENT under the following conditions:

- The high resolution images may be used by THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.
- THE CLIENT must obtain written permission from, and compensate Leon Kramer Photography prior to an event where THE CLIENT/THE CLIENT'S friends or relatives publish or sell the photographs for profit.

15. MODEL RELEASE: THE CLIENT hereby assigns and grants Leon Kramer Photography and its legal representatives 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 or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases Leon Kramer Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

16. EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that Leon Kramer Photography will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by Leon Kramer Photography, THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographer are in session. Leon Kramer Photography suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of Leon Kramer Photography to capture the formal wedding portraits.

Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography cannot be permitted. Leon Kramer Photography will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar during the time Leon Kramer Photography equipment is being packed up. In return for this consideration Leon Kramer Photography insists no other guest photography take place when or where Leon Kramer Photography is working. No other guest/photographer using professional equipment will be allowed by Leon Kramer Photography at any time during the wedding. Leon Kramer Photography reserves the right to stop any photographic services paid for and leave the function should any other person take photographs with any professional equipment – with the deposit being forfeit.

17. COMPLETION SCHEDULE: Digital processing and image manipulation can take anything from 1 - 6 weeks. Leon Kramer Photography can therefore only provide the final product 1 – 6 weeks from wedding date.

18. FINAL DELIVERY: Leon Kramer Photography will deliver the prints and any additional material once printing is completed. Leon Kramer Photography will also deliver a CD with the selected high resolution images.

19. RIGHT OF WITHDRAWAL: Leon Kramer Photography's discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and Non- payments are examples of contributing factors. Should Leon Kramer Photography initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/ products already provided.

20. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Leon Kramer Photography will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a 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. Leon Kramer Photography takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. 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.

21. NON-GUARANTEES: Although every possible care will be taken to produce photographs of all important and special events during the wedding, Leon Kramer Photography cannot place an unconditional guarantee on the above. Leon Kramer Photography will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of Leon Kramer Photography's control.

22. WEATHER: Due to the sensitive nature of camera equipment, Leon Kramer Photography reserves the right to stop shooting, and take necessary steps to protect the camera equipment in case the weather turns for the worst, like in the case of rain. Leon Kramer Photography will not be held responsible for any loss of photographs, or shooting time due to weather conditions. Final decision hereof resides with the photographer representing Leon Kramer Photography.

23. PERFORMANCE: The performance of this contract on behalf of Leon Kramer Photography shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

24. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

25. AMENDMENTS: This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and Leon Kramer Photography at the time of acceptance of this contract shall be recognised as amendments to this contract.

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

I am of legal age to enter this contract under South African Law.

Signed _____

(CLIENT RESPONSIBLE FOR PAYMENT)

Signed _____

(Witness for CLIENT)

Signed _____

(on behalf of Leon Kramer Photography)

Signed _____

(Witness for Leon Kramer Photography)

Date _____

Location _____