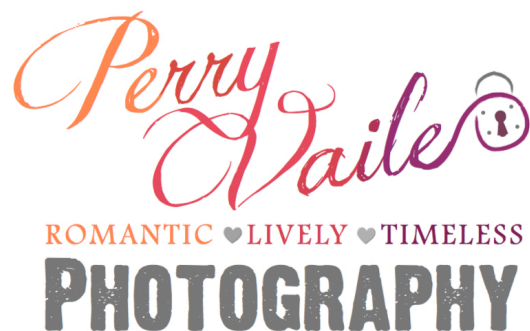


## WEDDING PHOTOGRAPHY CONTRACT



CLIENT:

TELEPHONE OF CLIENT:

PRIMARY E-MAIL:

SHIPPING ADDRESS:

CEREMONY LOCATION:

RECEPTION LOCATION:

WEDDING DATE:

AMOUNT OF CONTRACTED HOURS:

DELIVERED PRODUCTS:

PRODUCT AND SERVICE PRICE:

TRAVEL FEES:

NC SALES TAX:

TOTAL AMOUNT DUE:

NON-REFUNDABLE RETAINER AMOUNT:

NON-REFUNDABLE RETAINER DUE DATE:

REMAINING BALANCE:

REMAINING BALANCE DUE DATE:

This is a legally binding contract between Perry Adams, DBA Perry Vaile Photography and the client stated above. It supersedes all previous agreements (verbal or written) between parties. The only way to add or change this agreement is to do so in writing, signed by all parties. If any parties waive or alter part of this agreement, the rest of the agreement remains intact.

## **CANCELLATIONS**

If the wedding is cancelled or postponed by the client with more than 30 days prior to the wedding, the nonrefundable retainer payment will not be returned, it being the agreed loss suffered by the photographer due to cancellation. If the wedding is cancelled within 30 days of the wedding, the full amount will still require payment and will be non-refundable. In the unlikely event the photographer determines that she is unable to complete the coverage due to unforeseen circumstances, all money (including the deposit) will be returned to the client.

## **LIMIT OF LIABILITY**

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any circumstance, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss. Any legal matters will be held in the photographer's home state, any legal fees incurred by the photographer as a result of a client prosecution will be paid by the client.

## **COPYRIGHT, REPRODUCTION, AND MODEL RELEASE**

The copyright of the photographs is retained by the photographer at all times throughout the world. Where a disc of photographs has been included for the clients as part of the wedding collection, these photographs will include a print release and may be printed, and or displayed online, for personal use. Commercial uses must be expressly approved in written form by the photographer and include citation.

The photographer retains the right to use the photographs for the purposes of advertising or otherwise promoting her work. Client agrees not to sell any of the files or prints without written permission from the photographer. The client agrees to have themselves and others in their photographs pictured in such a way. The client agrees that they are signing a model release to allow the use of their photographs (of themselves) for the photographer's business purposes.

## **SOCIAL MEDIA**

This clause applies to all social media, including Facebook and blogs. When published online it is required that citation of photographer be made. The client agrees that they will under no circumstances alter the photographer's photographs that are placed in public on the internet. As a photographer, I need photographs that are placed online to be accurate representations of my work so that future clients have a good understanding of the type of photographs that they'll receive. The client agrees to be responsible for any family member or friend who posts our photographs online and agrees that they cannot be cropped (with the exception of the forced cropping for Facebook's Timeline), altered in color, or edited in any way.

## **RETENTION OF DELIVERED FILES**

Once the JPEG files are delivered to the client, it is the client's sole responsibility to protect and retain their images for the future. It is highly recommended that DVDs or USB drives be duplicated and stored in multiple locations that are cool and dry. (Technology can be fickle; one of the best ways to ensure the client's images will last for generations is for the client to print them.) If client requires old files to be duplicated by the photographer, and they are still within the photographer's possession, a restocking fee may be applied.

## **SATISFACTION & ACCURACY**

The client agrees that the work delivered will be of a similar style and caliber to those photographs on our website and blog, and that the photographer will have complete creative control during the photographs and in post-processing. The images will be delivered in JPEG format with a mix of color and black and white images, and deemed appropriate by the photographer. No re-editing will be done after the final edited copies are presented to the client.

The client agrees that the photographer can only capture the wedding that happens; weather, location, schedule complications, time restraints and subject's ability to cooperate, are all factors in the quality of the photographs. The photographer will not edit for physical size, hair, nor any other physical appearance issue other than blemishes.

## **INTERFERENCE/OBSTRUCTION**

No Clients, weddings guests and attendants or employees of the Client may impede the photographer when she is shooting or performing her duties; failure to comply with this may result in missed moments or fewer delivered images. The responsibility of this will fall on the client to ensure all are in compliance.

The private portraits with bride and groom must remain private, in addition to the photographer(s) of Perry Vaile. No other individuals of any respect may impede on this private moment. Lighting deficiencies at venues may interfere with photographer's ability, all attempts to provide adequate lighting situations must be made by the client. No other professional photographers will be hired by the client or located on site photographing the client unless otherwise approved by Perry Vaile Photography.

## **FOOD/BREAKS**

The photographer(s) will be allowed one 20 minute break at their own discretion, and bathroom breaks when necessary. Each photographer will be provided a full guest meal for weddings lasting longer than 5 hours. If no meal is provided, the photographer(s) reserves the right to go off-site for a meal for 45 minutes.

The undersigned have read and understood the above contract and agree to the terms and conditions in their entirety.

Perry Adams (DBA PERRY VAILE PHOTOGRAPHY): \_\_\_\_\_ :

Date: \_\_\_\_\_

Signature of client: \_\_\_\_\_

Date: \_\_\_\_\_

## Wedding Day Timing

For optimum photography coverage, please include the following photography times when planning your wedding day itinerary.

Preparation/Details	<b>30 Minutes</b>
Getting in Dress/Accessories	<b>20 Minutes</b>
Bridal & Bride/Bridesmaids	<b>60 Minutes</b>
Groom & Groom/Groomsman	<b>60 Minutes</b>
Buffer time before Ceremony	<b>30 Minutes</b>
(CEREMONY)	
<u>EACH</u> Family Grouping Photo	<b>2-3 Minutes</b>
Full Bridal Party with B&G	<b>30 Minutes</b>
Private Portraits: Bride & Groom*	<b>45 Minutes</b>
(RECEPTION)	

Hint: Don't forget to count travel times between each location.

\*Private Portraits are with photographer and couple only. Depending on Ceremony time, private portraits can be done earlier or saved for later in the evening for optimum lighting and time saving following the ceremony.

Please consult Perry for advice on the BEST light – it makes all the difference!