

WEDDING DETAILS

Date	
Location & Time	
2 nd Location & Time*	
3 rd Location & Time*	
4 th Location & Time*	

*If applicable

BRIDE

Name			
Address			
Phone		Email	

GROOM

Name			
Address			
Phone		Email	

This wedding photography contract, dated as of _____, is between Lisa Brooks Photography, hereafter referred to as "Photographer", and the bride, _____, and groom, _____, hereafter collectively referred to as "Client", relating to their wedding that will take place in _____ on _____.

In consideration of this arrangement between the parties and the fees to be paid as per outlined below, and for other good and valuable consideration, the parties now agree as follows:

DESCRIPTION OF SERVICES

Photographer's artistic coverage of events in the city of _____, on the date of _____, beginning at the time of _____ until the time of _____.

The package includes a DVD (or DVDs) of high-resolution digital images at a cost of \$_____. The Client has the choice to purchase additional DVDs of the original files prior to receipt of the package. However, the Photographer does NOT guarantee archival of the digital files and will not be held responsible if loss occurs.

Photographer Initials:	Client Initials:	Client Initials:
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RETAINER AND PAYMENT

Upon signature, the Photographer reserves the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Client shall make a \$100 retainer payment to book the date with Photographer. This retainer payment is *non-refundable*, even if the date is changed or the event is cancelled for any reason, including acts of God, fire, strike and extreme weather. The retainer fee is to be paid at the time of parties signing this Contract and is applied towards the photography package upon completion of this Contract.

The Client(s) understand and agree that the entire amount owed for the photography package described in this Contract is due on, or before _____. No photographs will be taken until the Photographer is paid. A personal cheque (made payable to Lisa Brooks) or cash are both accepted methods of payment. Photographs will not be released to the Client until payment has cleared. A \$50 non-sufficient funds fee will be charged for any bounced cheques.

CANCELLATION

If the Client should cancel the event for any reason, the Photographer agrees to refund all money paid, excluding the retainer fee. If cancelling this Contract, the Client must notify the Photographer in writing. To consider a date change, the Photographer must first receive a written release of the current contracted date, which will null and void this written contract. If the Client needs to change the event date all money paid will transfer to the new date per a newly written and signed contract IF that date is available for the Photographer. The new date must be within six months of the original day or the new contract will be subject to the Photographer's current rates. If the new date is unavailable with the Photographer, the Contract will be cancelled and the retainer will not be refunded.

LIMITATION OF SERVICES

The photographic services described herein shall be limited to no more than _____ hours of coverage. Additional time, if requested, will be billed at _____ per hour and must be paid in full prior to the Client's receipt of Works.

A meal is required for the Photographer for events 6 hours or longer. If no meal is provided, it is understood that the Photographer will require a break to leave the event at some point to purchase a meal.

This Contract is not to be construed as an employment agreement in any way. The Photographer functions as an Independent Contractor.

LIABILITY OF PHOTOGRAPHER

Although the utmost care will be taken, the Photographer may be unable to deliver the photos due to unforeseen circumstances such as fire, casualty, act of God, illness, or any other cause beyond the control of the Photographer. In this case, the Photographer shall return all money paid and have no further liability with respect to this contract. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or memory card malfunction, or otherwise lost or damaged without fault on the part of the Photographer. In the event that the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the value of the Client's contract price stated herein.

Photographer Initials:	Client Initials:	Client Initials:
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ARTISTIC LICENSE

The Photographer shall be granted artistic license in relation to the poses photographed and the locations used. The Photographer's judgment regarding the location, poses and number of photographs taken shall be deemed correct.

Photographs taken during the course of the event will be at the discretion of the Photographer although every effort will be made to comply with the Client's requirements. The Photographer shall endeavour to photograph all individuals as requested by the Client at some point, but no responsibility will be taken by the Photographer on the occasion of leaving somebody out. The Photographer shall also endeavour to capture all the moments throughout the day as they occur. However, because of the fluid nature of the event, some moments might not be recorded, or not recorded for logistical reasons.

For a booking involving a church ceremony or at certain venues, the Photographer movements are sometimes restricted by the official in charge. The area from which the Photographer is able to cover the ceremony may not be the Photographer's choice and the Photographer cannot accept responsibility for any obstructed view should this be the case. The use of artificial lighting may be restricted or prohibited. The photographing of parts or even all of the ceremony may be restricted or prohibited. The Client(s) are *strongly* advised to check with the appropriate official before booking the date and submitting this contract.

EXCLUSIVITY

Photographer is hereby retained as the sole and exclusive professional photographer to perform photographic services contained herein. The Client shall take any necessary action to ensure that Photographer is not hindered nor harmed in performing services for the Client. Family and friends will be permitted to photograph at the wedding as long as they do not interfere with the Photographer's duties and do not photograph poses arranged by the Photographers, due to reasons of the Photographer delivering the quality of images as expected. Any breach of this agreement can constitute a reason for non-completion of the job with no liability to the Photographer.

TERMS AND CONDITIONS

The Copyright Law of Canada assigns the copyright of the images to the Photographer, and all images shall remain the sole property of Photographer. The Photographer retains for life, the right to display any photograph covered by this Contract and to generally promote the business in advertising, brochures, magazine articles, websites, sample albums and prints, venue and other vendor samples, and other such material, providing that the images used are used lawfully and without damage to the Client.

The Photographer hereby grants to the Client, a limited, non-exclusive, non-transferable, royalty-free license to reproduce, display and/or distribute the images, provided the Client complies with the condition that all such reproductions and/or displays are not intended for a commercial venture.

Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the Photographer will not be responsible for photographs that are not produced due to technical failure, either at the shooting or processing stage.

Photographer Initials:	Client Initials:	Client Initials:
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TERMS AND CONDITIONS (CONT'D)

Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs. Please note that certain colours do not reproduce exactly in print. Prints made at different times, in different sizes, or printed from different print labs may be variable in colour balance.

Due to the limitations of computer monitors it is understood that images may appear differently according to the specification of each monitor and prints will not necessarily match images rendered on any particular computer monitor. Where images are made available for use on a DVD player reasonable steps are taken to ensure compatibility, but DVD discs may not play on all DVD players particularly older models.

GUARANTEED DELIVERY

The Photographer agrees to have the contracted order for the wedding photographs completed within a reasonable period of time from the day of the wedding. Also, any other photographic edit orders will be completed within 6 weeks of order placement.

ADDITIONAL NOTES

The terms of this Contract are accepted by:

Client

Date

Client

Date

Lisa Brooks, Photographer

Date