C WAGNER PHOTOGRAPHY

DOCUMENTING LOVE, LIFE & ADVENTURE

Wedding Photography Agreement

Client A ("The Clients"): _____

Client B ("The Clients"): _____

Address: _____

Client A's Phone: _____ _____ Email: _____

Client B's Phone: _____ Email: _____

Wedding Date: Saturday, September 18, 2021

Preparation Time: _____ TBD {finalized at least two weeks before wedding date}

Preparation Venue: _____

Address: _____

Ceremony Time: _____ TBD {finalized at least two weeks before wedding date}

Ceremony Venue: _____

Address: _____

Reception Time: _____ TBD {finalized at least two weeks before wedding date}

Reception Venue: _____

Address: _____

Number of Wedding Guests: _____

Number in Wedding Party: _____

Initial: Client 1: _____Client 2: _____Photographer: _____

Summary of Services, Prices & Fees

C Wagner Photography & Design will furnish photographic coverage of the wedding on the above date. Coverage selected and required to be provided is detailed in this agreement.

Coverage Hours: up to 8 continuous hours of wedding day photography coverage on Saturday, September 18, 2021 and includes the following services only as defined below.

Coverage & Package fee: $5,000.00 – discounted (Makenna client + referral)

Coverage & Package fee includes:

- Non-refundable retainer fee of $1,000.00 paid upon signing this agreement to reserve the event date
- Up to 8 continuous hours of wedding photography coverage on Saturday, September 18, 2021
- Cherlyn Wagner as the main photographer
- Up to 2 hours of ceremony coverage or portrait session on a 2020 date for 100-day tradition (October or November)
- Complimentary Photobooth provided by Six & Ten for up to 3 hours and includes green screen & template design.
- Customized wedding photography timeline to maximize contracted coverage hours
- A private online gallery of clients' edited images hosted for 1 year from delivery date
- High resolution jpeg files from client's private online gallery to keep via digital download
- Electronic delivery of images only – no tangible products

Wedding photography coverage will begin at least one hour prior to the start of the ceremony unless determined by both client and photographer. A collaborative photo timeline will be created by the photographer as a result of a client completed online questionnaire form, given at least 4 weeks before the wedding date. Extra hours of coverage over the 8 hours will be charged at an overtime rate of $400/per additional hour for the main photographer. Photographer shall make sure to notify clients if overtime hours are required and therefore will be charged, before proceeding. Engagement images, only if included or purchased with the package, shall be delivered no later than 2 weeks after the engagement session date, unless otherwise requested. **No reschedule fees or additional retainer fees shall be charged if a reschedule is required due to a city/county shelter in place order enacted within 60 days of Clients' event date. However, client is required to keep in communication with Photographer and to reschedule on a new date she is available.*

Entire Agreement

This agreement contains the entire understanding between C Wagner Photography & Design (The Photographer) and the Clients ("the Clients" as named in the above). The Clients agree to all its terms, and acknowledges receipt of a completed copy of the Agreement signed by all Parties. This agreement supersedes all prior simultaneous agreements between the parties. Any modifications of this agreement must be in writing and signed by all parties. Each person signing as the clients below will be fully responsible for ensuring that full payment is made, even if the sole responsible party for payment is not the client, but a third party pursuant to the terms of this agreement. By signing this agreement, all parties confirm that they agree to all terms and conditions outlined in this agreement. The clients affirm that the clients are at least 18 years of age and have the capacity to enter into a contract with C Wagner Photography & Design.

Non-Guarantee

Although all possible care will be taken to produce photographs of all important and special events during the wedding, C Wagner Photography & Design cannot place an unconditional guarantee on the above. C Wagner Photography & Design 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 C Wagner Photography & Design's control.

Initial: Client 1: _____Client 2: _____Photographer: _____

Payment

A non-refundable retainer in the amount of $1000.00 is payable at the time the contract for services is signed. C Wagner Photography & Design will reserve the time and date agreed upon and will not make other reservations for that time and date. For this reason, the retainer is non-refundable, even if the date is changed or the wedding canceled for any reason. C Wagner Photography & Design will not reserve your wedding date until after receipt of the signed agreement *AND* retainer. The retainer is applied towards the contracted wedding photography package described in this agreement. You may not transfer the retainer to another party, bridal couple or anyone else without our prior written consent. Note that photography services will not start until the full payment is paid. If this Agreement is signed less than twenty-one days from the wedding date, then all payments are due at signing. If the remaining balance is not paid in full fourteen days prior to the scheduled date of the event, we reserve the right not to photograph the event. Payments are to be made by cash, check, or credit card via Square invoice that can be emailed to you. Checks can be made to Cherlyn Wagner or C Wagner Photography & Design.

Cancellation of the Agreement

If CLIENT cancels the Wedding event for any reason, it will be considered a breach of contract. The PARTIES agree that PHOTOGRAPHER makes a great effort to customize and plan for the Wedding event to CLIENT's interest. The retainer fee described in the coverage fees above will not be refunded and will serve as liquidated damages to C WAGNER PHOTOGRAPHY for reserving the wedding date as agreed upon signing of this agreement. Additionally, cancellations within ninety (90) days of the WEDDING DATE will incur fees for services already performed, such as, but not limited to, an engagement session. These fees will be based on the services and products menu at the time the service occurred. **All cancellations must be made in writing.**

Travel Expenses and other fees

Travel to the getting ready & wedding venue is included in the fees

Services and Merchandise

Services or merchandise not included in this initial contract will be sold at the current price when an order is placed. All prices are subject to change at any time without notice. You can obtain a price quote which will be honored for 90 days. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from the Photographer. All print/album credits and sessions must be redeemed within 12 months of session or wedding date or they will be forfeited. Wedding album orders must be made within 12 months of wedding date, if an album is included in your package.

Meals

The clients are responsible for providing a suitable meal for the photographer and any assistants or second shooters if the contracted coverage extends through a seated meal service AND the contracted coverage is more than four hours. Meals are best provided at the same time as the wedding party or before the guests are served to ensure photographer is ready for remaining schedule of events. No one likes to be photographed eating and this is a good time for the photographers to take a break and be ready when toasts are delivered. Please select from below options or notify us of any additional options:

____ Photographer will be part of the head count
____ Photographer can partake in buffet
____ Vendor meals provided (we would prefer a hot meal over a box lunch from the venue)
____ Photographer may leave venue to purchase meals for at least one hour.

Initial: Client 1: _____Client 2: _____Photographer: _____

Exclusivity

In order for the clients to receive the best service and most compelling photos possible, it is understood that C Wagner Photography & Design must be the exclusive professional photographer for the wedding. Additional professional photographers may be employed only with prior written permission from the photographer. Guest photography is always welcomed with one caveat: The photographer will request Client's help or will intervene, if a guest is inhibiting our ability to photograph your wedding. C Wagner Photography & Design reserves the right to bring one assistant and will select her second photographer, if one is included with your package, at her discretion. The additional photographer will be a professional photographer with a similar style in work and work ethics. During the ceremony, I do request that guests not block or step into the aisle and block our views as well as the couple's views of each other as one walks down the aisle! The formal photography time is for the exclusive use of C Wagner Photography & Design to capture the formal wedding portraits. Due to time constraints and the need for subjects to pay full attention to the professional photographer, guest photography is requested to be done at a separate time or after the professional photographer. Thank you for your understanding and cooperation.

Rules & Liability

C Wagner Photography & Design warrants and declares that every effort will be made to provide high quality photographic services. In the very unlikely event of severe medical, natural or other emergencies, it may be necessary to retain an alternative photographer. C Wagner Photography & Design will make every effort to secure a replacement photographer who is comparable in talent and experience who is able and/or willing to provide a similar package as detailed in this contract at the same/similar cost. 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. In such case that the clients decline the substitute photographer, the clients may terminate this agreement and receive a full refund of all monies paid.

C Wagner Photography & Design takes the utmost care with respect to exposure, transportation and processing of images; including using professional grade equipment and professional grade back-up equipment. However, in the unlikely event of the clients' images being lost, stolen or destroyed for reasons within or beyond C Wagner Photography & Design's 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 photographer will not be held liable for the finished product or incomplete coverage in the event of tardiness or time restrictions placed on the photographer by the clients or any outside vendors, including clergy or church restrictions and/or policies on the day of the event.

C Wagner Photography & Design is limited by the guidelines of ceremony official, ceremony site and reception site management. The clients agree to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation, changes, or adjustments of certain guidelines is the clients' responsibility; C Wagner Photography & Design will offer technical recommendations only. The Photographer shall not be responsible for images not taken as a result of the clients' failure to provide reasonable assistance or cooperation. The clients will be responsible for providing a formal family list of names. The role of this list is to assist in the desired goals of the clients and to identify people/objects of whom/which specific photographs are desired, as well as to make certain that these subjects are available when needed. It is recommended that the clients develop a list of desired family groupings, locations and subjects (family and friends) and include this in a document and make it available to the Photographer at least two weeks before the wedding date. The photographer will try to follow this list to the best of her ability but is in no way responsible for not completing any of the poses, groupings or if the timeline is off due to tardiness or non-cooperation of clients or guests.

Initial: Client 1: _____Client 2: _____Photographer: _____

Model Release & Copyright

This contract serves as a model release for the signed parties. The clients hereby release C Wagner Photography & Design and its legal representatives and assign from all claims and liability relating to said photographs. It is agreed that C Wagner Photography & Design may, display and use the photographs only for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other promotional purpose thought proper by C Wagner Photography & Design. If, for any reason, there are any images that the clients would not like to be used in print or online marketing, please let the photographer know immediately and we will honor those requests. We simply just want to share your beautiful images with future couples and vendors we work with.

The copyright remains with the photographer. The digital jpeg files provided in the Clients online gallery shall be the property of the Client for non-profit, personal use only. Reproduction and distribution of images is allowed within personal use rights with credit to the photographer on any online media outlets, whenever possible.

The Clients further agrees not to supply images to any third parties including vendors associated with the wedding or album designers without our prior written consent. This includes any contests or online & print publication such as magazines. Images for vendors or album designers will be shared, just let us know and we can supply them with their desired images with credit to the photographer. If you do want to submit your images to be published online, just let us know too – we'd be happy to help you with your submission!

It is a violation of federal copyright law to allow photographs C Wagner Photography & Design has created to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered (digitally or otherwise), without the photographer's express written permission. All photographs taken by C Wagner Photography & Design are her copyright, will remain her property and are protected by United States Copyright Laws (USC Title 17). Violators of this federal law will be subject to its civil and criminal penalties.

Completion Schedule & Privacy

Digital processing takes approximately 6-8 weeks at most. After the wedding, C Wagner Photography & Design will provide the clients with a link to their online viewing gallery consisting of the professionally edited images as well as arrange an in person meeting to go over additional products and order prints large prints and albums, if the clients choose to make any additional product purchases outside of what is available through the online viewing gallery. A "sneak peek" or highlight images chosen by the photographer will be posted within 2 weeks of the wedding date with a few images from the wedding day coverage or engagement session on Photographer's website and or Facebook business page or simply via an email directly to the clients. If you do not wish to have your images publicly available on my social media pages, please initial and clearly state what you are comfortable with regarding online publishing in the notes section below. All issues concerning privacy will be honored without any additional fees. We simply want to provide any future clients the ability to see our work and your beautiful images, but do understand our clients' right to privacy.

NOTE: _____ Initials: _____ _____
{Leave blank if you are ok with us sharing}

_____

_____

_____

For example: We would like to review & approve images for use on your website or Please do not use our names and or images of children.

Initial: Client 1: _____Client 2: _____Photographer: _____

Professional Image Manipulation

All final images are professionally edited and consist of color correction, black & white, and any other digital manipulation done by the photographer. It is understood that if a technicality prevents the final result to meet the clients' requirement, the clients will accept that C Wagner Photography & Design has performed to its best ability with regard to the specific task and that C Wagner Photography & Design has no further responsibility towards said image manipulation. Request for additional retouching or additional manipulation of images delivered will be charged at a rate of $100/hour ($50 minimum).

Coverage

Photographer will provide coverage for the date(s), location(s) and continuous hours specified in this Agreement. Additional travel may be added by agreement on the wedding day and must be paid in full before any photos or products are released to the clients. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. Images determined by the photographer to be substandard or duplicated may be deleted. The Photographer will use her professional judgment and sole discretion to select which photos to deliver that is consistent with work displayed on the photographer's website at www.c-wagnerphotography.com. Such selection shall constitute all images that will be made available to the clients. A wedding is an uncontrolled event, the photographer cannot guarantee delivery of any specifically requested image(s) or requested to copy another photographer's image as directed in Pinterest or by the clients.

Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. The impacted party shall give notice within 90 days of the force majeure event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following notice given by it, the other party may thereafter terminate this Agreement upon notice.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Photographers Retention of Images

PHOTOGRAPHER has no obligation to maintain, save, or store any and all images arising from this AGREEMENT once the images have been delivered and the Online-viewing gallery period has expired. Unless specified in other terms in writing, Photographer will retain the delivered photographs for up to one (1) calendar year from the gallery delivery date If you are provided with an online gallery. Photographer guarantees its existence for at least 1 year but not thereafter. Therefore, it is strongly advised that you backup & download your digital files in multiple locations after receiving them.

Once the images have been delivered to CLIENTS, it is solely CLIENTS' responsibility to store, archive, and maintain the images. In addition to backing up the digital files in multiple locations, t is recommended that CLIENT print each image as the best available preservation method as technology changes and compatibility issues with viewing may arise in the future. Images should be stored in a cool, dry, acid free location and in multiple locations to reduce the risk of total loss in the event of a disaster.

Initial: Client 1: _____Client 2: _____Photographer: _____

Payment Details

Fees for this wedding: $ 5,000.00

CA Sales Tax (9.25% Oakland): $ Electronic Delivery Only

Total Coverage Fees: $ 5,000.00

Payment Schedule *(If any, as agreed by all parties. The following schedule is only a sample of a payment plan and is only a suggestion. A non-refundable retainer is required to be paid at the acceptance of this contract and will be put towards the total coverage fees. The remainder of the balance must be paid no later than two weeks before the wedding date, which is September 4, 2021)*

Non-refundable retainer	Date: Due at signing	$ 1,000.00
Payment 1 of 4	Date: January 16, 2021	$ 1,000.00
Payment 2 of 4	Date: April 17, 2021	$ 1,000.00
Payment 3 of 4	Date: July 17, 2021	$ 1,000.00
Payment 4 of 4	Date: September 4, 2021	$ 1,000.00
	Total:	$ 5,000.00

We accept the dates & amounts of the above payment plan: _____ _____

A Square invoice will be sent 7 days before each payment due date or if you have agreed to save your card on file, you give us permission to automatically charge your account on the due date above for the amount listed above only.

Send & make checks payable to:
C Wagner Photography & Design LLC
1427 Filbert Street
Oakland, CA 94607-2886

SIGNATURES

PHOTOGRAPHER is domiciled in Oakland, California. For CLIENTS' ease, this agreement may be made available through online review and signing, but this AGREEMENT is constructed and negotiated in Oakland, California. This AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts executed and to be performed in the State.

This AGREEMENT constitutes the entire understanding between the PARTIES. There are no other agreements, oral or otherwise. Any modifications of this Agreement must be in writing and signed by all PARTIES. This AGREEMENT supersedes all prior and simultaneous agreements between the PARTIES. Changes and/or amendments to this AGREEMENT must be made in writing and signed by all PARTIES.

BY SIGNING THIS AGREEMENT BELOW, THE PARTIES ARE DEEMED TO HAVE READ AND UNDERSTAND THE TERMS ABOVE. CLIENT HEREBY AGREES TO THE TERMS OF THIS AGREEMENT ON BEHALF OF HERSELF/HIMSELF AND EVERY GUEST THAT ATTENDS THE EVENT TO THE BEST OF HIS/HER/THEIR ABILITY.

Signed_____ Date _____

(Client 1 of 2 of "the Clients")

Signed_____ Date _____

(Client 2 of 2 of "the Clients")

Signed_____ Date _____

(Cherlyn Wagner, C Wagner Photography & Design)

Initial: Client 1: _____Client 2: _____Photographer: _____