



## WEDDING PHOTOGRAPHY AGREEMENT

This Agreement is made effective for all purposes in all respects as of \_\_\_\_\_ (current date) by and between Matt + Michelle Photography, LLC, hereinafter referred to as "the COMPANY" and \_\_\_\_\_, hereinafter referred to as "The CLIENT" relating to the WEDDING detailed below, hereinafter referred to as "The WEDDING".

**ENTIRE AGREEMENT:** This agreement contains the entire understanding between the COMPANY and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

**RESERVATION:** Upon your signature and retainer fee, the COMPANY will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the retainer fee of 30% is non-refundable and shall be liquidated damages to The COMPANY, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The retainer fee is to be paid at time of signing the contract. The retainer fee is applied towards the contracted wedding photography package.

**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 retainer fee will be forfeit. The COMPANY agrees to refund all additional paid money (less expenditures for which receipts will be provided), to the CLIENT. Cancellation must be made in writing, signed by the contracted parties, and sent via Certified Mail by the United States Post Office.

**PRE-EVENT CONSULTATION:** The client agrees to a pre-event consultation one-week prior to the WEDDING date in order to finalize the actual shooting times and locations.

**EVENT SCHEDULE:** Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY by the CLIENT.

**SHOOTING TIME / ADDITIONS:** The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the WEDDING, shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT.

**EXCLUSIVE PHOTOGRAPHER:** The COMPANY shall be the exclusive Photographer retained by the Client for the purpose of photographing the event. The private portraits with bride and groom must remain private, in addition to the photographers of the COMPANY. 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 Matt + Michelle Photography, LLC

**SAFETY:** The COMPANY reserves to right to terminate coverage and leave the location of the WEDDING if the photographer from the COMPANY experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the WEDDING; or in the event that the safety of the photographer(s) from the COMPANY is in question.

**FOOD AND 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.

**EXPENSES INCURRED:** When applicable, the CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by the CLIENT.

**TRAVEL EXPENSES:** All travel expenses are based on the distance between the EVENT location(s) and the COMPANY address. For all WEDDING, the first 100 miles roundtrip of travel are included. All miles in excess of 101 miles roundtrip are charged at \$0.56 per mile.

**RESPONSIBILITIES:** The COMPANY is not responsible for compromised coverage due to causes beyond the control of the COMPANY including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, rendering of decorations, or restrictions of the locations. No Clients, weddings guests and attendants or employees of the Client may impede the photographer when they are shooting or performing their 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 COMPANY is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. The COMPANY is not held liable for missed coverage of any part of the WEDDING. The COMPANY will not be held accountable for failure to deliver images of any individuals or any objects at the WEDDING.

**VENUE AND LOCATION LIMITATIONS:** The COMPANY is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the COMPANY will offer technical recommendations only.

**PERMITS:** The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the COMPANY will be performing services.

**COPYRIGHTS:** The photographs produced by the COMPANY are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the COMPANY's explicitly written permission. Where a download gallery (not a proofing or low-resolution gallery), Image DVD, or USB drive of images has been included for the CLIENT as part of the WEDDING package, 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 CLIENT must obtain written permission from, and compensate the COMPANY prior to an event where the CLIENT, the CLIENT'S friends or relatives publish or sell the photographs for profit.

**MODEL RELEASE:** The CLIENT hereby assigns the COMPANY 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, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images.

**LIMIT OF LIABILITY:** In the unlikely event that the assigned photographer from the COMPANY is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the COMPANY, the COMPANY will make every effort to secure a replacement. 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 WEDDING.

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the COMPANY's control, including but not limited to camera, hard drive, or equipment malfunction, the COMPANY liability is limited to the return of all payments received for the WEDDING. 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. The COMPANY is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

**NON-GUARANTEE:** Although every possible care will be taken to produce photographs of all important and special events during the wedding, the COMPANY cannot place an unconditional guarantee on the above. The COMPANY 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 the COMPANY control.

**CAPTURE AND DELIVERY:** The COMPANY is not liable to deliver every image taken at the event. The determination of images delivered to the CLIENT is left to the discretion of the COMPANY.

**POST PRODUCTION AND EDITING:** The final post production and editing styles, effects, and overall look of the images are left to the discretion of the COMPANY.

**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.

**PAYMENT SCHEDULE:** The aforementioned 30% non-refundable retainer fee is due at the time of signing of agreement. The remaining balance is payable in full one week prior to the day of the WEDDING. In the event the CLIENT fails to remit payment as specified, the COMPANY shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the WEDDING. Returned checks will be assessed a \$50 non-sufficient funds fee.

**PRICING:** Services or merchandise not included in this initial contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from the COMPANY.

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