

1 **Contract for Wedding Photographic Services**

2 PHOTOGRAPHER STATEMENT

3 On what is perhaps the *single most important day* in the life of a Bride my mission and goal as
4 your photographer is to document this day with the highest degree of Art and Professionalism, to
5 provide you with treasured memories that will last a lifetime.
6 But a wedding is also a very stressful event where misunderstandings are common and emotions are
7 high. This contract is intended to eliminate to the greatest degree possible any potential
8 ambiguities or misunderstandings *before* emotions enter into the picture. This contract is
9 intended to protect ALL parties by clearly and concisely documenting the responsibilities of the
10 photographer, as well as the responsibilities of the Principals (Bride, Groom, and Client) so
11 that this wedding will be one of the most blessed days of your life.

12 ENTIRE AGREEMENT

13 **This AGREEMENT contains the ENTIRE understanding between the CLIENT, the BRIDE, and the GROOM**
14 **(the PRINCIPALS) and the PHOTOGRAPHER. It supersedes any and all prior agreements between the**
15 **PRINCIPALS and the PHOTOGRAPHER. By signing and initialing herein the PRINCIPALS attest to**
16 **having read the entire AGREEMENT (including addendums) and agree with ALL of the provisions**
17 **herein.**

18 DEFINITION OF TERMS

19 For the purpose of this AGREEMENT Photographic Services is defined to mean any action or product
20 of the PHOTOGRAPHER that incurs a debt. Artistic and/or Technical Direction is any direction
21 provided to the PHOTOGRAPHER during the execution of Photographic Services requested by the
22 Bride, Groom, or Authorized Agent.

23 JURISDICTION

24 This agreement is to be governed by the Laws of the State of California, County of Los Angeles.

25 SEVERABILITY

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

29 PHOTOGRAPHER'S SCOPE OF RESPONSIBILITIES

30 The PHOTOGRAPHER is responsible ONLY for the performance of contracted Photographic Services as
31 provided for in this AGREEMENT. The PHOTOGRAPHER is implicitly and explicitly NOT RESPONSIBLE
32 for cropping or modifying (i.e., 'Photoshopping') photographs other than as defined in a signed
33 addendum to this agreement.

34 RETAINER

35 Upon the signature of the CLIENT and the receipt of 25% of the agreed upon sum for services, or
36 \$500 (whichever is greater) as a retainer the PHOTOGRAPHER will reserve the time and date agreed
37 upon and not schedule any other reservations for that time and date. The retainer is non-
38 refundable for any reason WHATSOEVER including cancellation and SPECIFICALLY AND EXPLICITLY
39 including ACTS OF GOD. The retainer is to be paid at time of signing this AGREEMENT and is
40 applied towards the contracted wedding photography package as defined by this AGREEMENT.

41 CANCELLATION

42 The PHOTOGRAPHER will accept an ACT OF GOD on the day of the wedding as a notice of Cancellation,
43 a no-show on the day of the wedding by either the BRIDE or the GROOM as a notice of Cancellation,
44 and/or a note signed by ANY of the PRINCIPALS on the day of the wedding as a notice of
45 Cancellation. Other than an Act of God, a No-Show or a written note on the day of the wedding a
46 Cancellation must be in writing and delivered by Registered Mail. If the wedding is canceled the
47 PHOTOGRAPHER agrees to refund to the CLIENT any and all money paid above and beyond the RETAINER
48 less expenses and expenditures for which receipts will be provided.

49 RESCHEDULING

50 Rescheduling is considered and treated the same as a cancellation with the exception that in the
51 event that a wedding is rescheduled the PHOTOGRAPHER has sole discretion as to whether the
52 retainer is to be applied to the new wedding date or forfeited.

Please _____
Initial Client Bride Groom

1 LIMIT OF LIABILITY

2 The legal liability of the PHOTOGRAPHER will be limited to the amount paid by the CLIENT less the
3 retainer NOT WITHSTANDING ANY CLAIMS FOR DAMAGES OR EMOTIONAL DISTRESS.

4 AMENDMENTS

5 If agreed to by ALL of the PRINCIPALS and the PHOTOGRAPHER amendments to this AGREEMENT may be
6 made up to seven calendar days before the wedding. Amendments must be agreed to, signed, and
7 dated by one of the PRINCIPALS and by the PHOTOGRAPHER and attached to this AGREEMENT. In the
8 event that an Amendment reduces the contracted indebtedness of the CLIENT under no circumstance
9 will said reduction fall below the amount of the initial RETAINER, expenses, and expenditures
10 incurred on or before the date of the Amendment.

11 MODEL RELEASE

12 The PRINCIPALS hereby assign and grant the PHOTOGRAPHER the irrevocable and unrestricted right to
13 use and publish photographs of the BRIDE, GROOM, wedding party, or wedding guests for editorial,
14 trade, advertising or any other purpose and in any manner or medium and to alter the same without
15 restriction. All copyrights accrue to the PHOTOGRAPHER. The PRINCIPALS release the PHOTOGRAPHER
16 from all claims and liability relating to said photographs. The PRINCIPALS understand and agree
17 that the PHOTOGRAPHER is NOT to be held liable if the photos are copied and used by third parties
18 without the PHOTOGRAPHERS knowledge or consent.

19 RIGHT OF WITHDRAWAL

20 The PHOTOGRAPHER'S discovery of new information, changes to agreed circumstances, or other
21 factors which tend to circumvent the provisions of this contract or the policies of the
22 PHOTOGRAPHER may result in the Cancellation of this contract. These may include but are not
23 limited to:

- 24 • Non-cooperation by any of the Principals
- 25 • Change in location(s)
- 26 • Inadequate facilities (i.e., dark, dangerous, etc.)
- 27 • Missed appointments
- 28 • Late payments

29 Should the PHOTOGRAPHER be of the opinion that the Right of Withdrawal may have to be exercised
30 the PHOTOGRAPHER will provide written notification by Registered Mail to the CLIENT of the
31 PHOTOGRAPHER'S intent to withdraw so as provide the CLIENT with the opportunity to correct the
32 situation. The CLIENT has fourteen calendar days from receipt of the notification OR prior to
33 the date of the wedding to correct the deficiency to the PHOTOGRAPHER'S satisfaction. Should the
34 PHOTOGRAPHER initiate the withdrawal, all fees will be returned, INCLUDING retainer LESS the fair
35 market value for all services/products already provided. In case of withdrawal, \$100.00 an hour
36 is charged for all photography services already provided and \$50.00 an hour is charged for all
37 other services, consultations and all driving time, rounded up to the nearest half-hour.

38 CONSTRAINTS ON PHOTOGRAPHIC RESULTS

39 The PHOTOGRAPHER is constrained by the physical attributes of the wedding venue, ceremony
40 official, and/or venue management. The PRINCIPALS agree to accept the technical results of these
41 impositions on the photographer. Negotiation with venues, officials, and management for
42 moderation/waiver of guidelines is the responsibility of the PRINCIPALS; the PHOTOGRAPHER can
43 only offer technical recommendations and explain technical constraints. The PRINCIPALS
44 understand and accept that prohibition of lighting, tripod, jib, crane, or other equipment may
45 impact results.

46 SERVICES TO BE PROVIDED

47 _____
48 _____
49 _____
50 _____
51 _____
52 _____
53 _____
54 _____
55 _____
56 _____

Please _____
Initial Client Bride Groom

1 **CLIENT**

2 This agreement defines the CLIENT as the legal individual/entity contractually responsible for
3 all debts incurred under this agreement and the settlement thereof. Unless superseded in the
4 Authorized Agents provision (herein) the CLIENT SPECIFICALLY and EXPLICITLY understands and agrees
5 that (s/he) is in no way, shape, or form empowered to provide ANY ARTISTIC and/or TECHNICAL
6 DIRECTION to the PHOTOGRAPHER but that the CLIENT MAY request PHOTOGRAPHIC SERVICES of the
7 PHOTOGRAPHER. The CLIENT SPECIFICALLY AND EXPLICITLY understands and agrees that (s/he) is bound
8 to honor any and all debts incurred by the BRIDE and/or GROOM in the event that the BRIDE and/or
9 GROOM and/or their duly authorized agents (as identified in the Authorized Agents provision)
10 unilaterally request PHOTOGRAPHIC SERVICES WITHOUT THE CLIENT'S KNOWLEDGE OR CONSENT.

Full Legal Name of Client

Signature

As of (Date)

Address

City

State

Zip Code

E-mail

()

()

()

x

Home Phone

Mobile Phone

Business Phone

11 **BRIDE**

12 This agreement defines the BRIDE as the PRIMARY individual responsible for determining all
13 ARTISTIC and/or TECHNICAL DIRECTION provided to the PHOTOGRAPHER and MAY request PHOTOGRAPHIC
14 SERVICES of the PHOTOGRAPHER. The BRIDE SPECIFICALLY AND EXPLICITLY understands and agrees that
15 (s/he) may unilaterally request PHOTOGRAPHIC SERVICES WITHOUT THE CLIENT'S KNOWLEDGE AND/OR
16 CONSENT AND THAT THE CLIENT IS LEGALLY BOUND TO PAY ANY DEBT INCURRED.

Current Legal Name of Bride

Signature

As of (Date)

Address

City

State

Zip Code

E-mail

()

()

()

x

Home Phone

Mobile Phone

Business Phone

17 **GROOM**

18 This agreement defines the GROOM as the SECONDARY individual responsible for determining all
19 ARTISTIC and/or TECHNICAL DIRECTION provided to the PHOTOGRAPHER IN THE EVENT THAT THE BRIDE IS
20 UNAVAILABLE FOR ANY REASON and MAY request PHOTOGRAPHIC SERVICES of the PHOTOGRAPHER. The GROOM
21 SPECIFICALLY AND EXPLICITLY understands and agrees that (s/he) may unilaterally request
22 PHOTOGRAPHIC SERVICES WITHOUT THE CLIENT'S KNOWLEDGE AND/OR CONSENT AND THAT THE CLIENT IS
23 LEGALLY BOUND TO PAY ANY DEBT INCURRED.

Current Legal Name of Groom

Signature

As of (Date)

Address

City

State

Zip Code

Please
Initial

Client

Bride

Groom

E-mail

()

()

()

x

Home Phone

Mobile Phone

Business Phone

1

Please
Initial

Client

Bride

Groom

1 **ADDENDUM A - PHOTO LOCATIONS**

2 **BRIDAL PREPARATION**

: :

Time Start	Time End	Business Name	# of Guests
Address		City	State Zip Code
Contact Name	E-mail		
()	()	()	x
Contact Phone	Facsimile Phone	Business Phone	

3 **WEDDING**

: :

Time Start	Time End	Business Name	# of Guests
Address		City	State Zip Code
Contact Name	E-mail		
()	()	()	x
Contact Phone	Facsimile Phone	Business Phone	

Theme	Bride color	Groom color
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4 **RECEPTION**

: :

Time Start	Time End	Business Name	# of Guests
Address		City	State Zip Code
Contact Name	E-mail		
()	()	()	x
Contact Phone	Facsimile Phone	Business Phone	

5 **ADDITIONAL**

: :

Time Start	Time End	Business Name	# of Guests
Address		City	State Zip Code
Contact Name	E-mail		
()	()	()	x
Contact Phone	Facsimile Phone	Business Phone	

Please Initial Client Bride Groom

1 **ADDITIONAL** _____

_____ : _____ : _____
Time Start Time End Business Name # of Guests

_____ : _____ : _____
Address City State Zip Code

_____ : _____ : _____
Contact Name E-mail

_____ : _____ : _____ : _____ : _____ : _____
() () () x

_____ : _____ : _____ : _____ : _____ : _____
Contact Phone Facsimile Phone Business Phone

2 **ADDITIONAL** _____

_____ : _____ : _____
Time Start Time End Business Name # of Guests

_____ : _____ : _____
Address City State Zip Code

_____ : _____ : _____
Contact Name E-mail

_____ : _____ : _____ : _____ : _____ : _____
() () () x

_____ : _____ : _____ : _____ : _____ : _____
Contact Phone Facsimile Phone Business Phone

3 **ADDITIONAL** _____

_____ : _____ : _____
Time Start Time End Business Name # of Guests

_____ : _____ : _____
Address City State Zip Code

_____ : _____ : _____
Contact Name E-mail

_____ : _____ : _____ : _____ : _____ : _____
() () () x

_____ : _____ : _____ : _____ : _____ : _____
Contact Phone Facsimile Phone Business Phone

4 **ADDITIONAL** _____

_____ : _____ : _____
Time Start Time End Business Name # of Guests

_____ : _____ : _____
Address City State Zip Code

_____ : _____ : _____
Contact Name E-mail

_____ : _____ : _____ : _____ : _____ : _____
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_____ : _____ : _____ : _____ : _____ : _____
Contact Phone Facsimile Phone Business Phone

5 _____

Please _____ _____ _____
Initial Client Bride Groom

1 **ADDENDUM B - AUTHORIZED AGENTS**

2 This agreement defines an AUTHORIZED AGENT to be anyone designated by the BRIDE **AND** the GROOM who
 3 MAY be empowered to provide ARTISTIC and/or TECHNICAL DIRECTION to the PHOTOGRAPHER and/or who
 4 MAY be empowered to request PHOTOGRAPHIC SERVICES of the PHOTGRAPHER. The BRIDE and GROOM
 5 SPECIFICALLY AND EXPLICITLY understand and agree that (if so designated below) an Authorized Agent
 6 may unilaterally request PHOTOGRAPHIC SERVICES WITHOUT THE CLIENT'S, BRIDE'S, AND GROOM'S
 7 KNOWLEDGE AND/OR CONSENT AND THAT THE CLIENT IS LEGALLY BOUND TO PAY ANY DEBT INCURRED. *NO MORE*
 8 *THAN ONE AUTHORIZED AGENTS MAY BE DESIGNATED TO PROVIDE ARTISTIC AND/OR TECHNICAL DIRECTION.* The
 9 direction of an Authorized Agent is always subservient to the direction of the Bride and Groom.

Name of Authorized Agent	Photographic Services	Artistic and/or Technical Direction	Bride Initials	Groom Initials
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
_____	<input type="checkbox"/>		_____	_____
_____	<input type="checkbox"/>		_____	_____
_____	<input type="checkbox"/>		_____	_____
_____	<input type="checkbox"/>		_____	_____

10 **IF AN AUTHORIZED AGENT IS DESIGNATED TO PROVIDE ARTISTIC AND/OR TECHNICAL DIRECTION THE**
 11 **PHOTOGRAPHER WILL PROVIDE ON OR PRIOR TO THE DATE OF THE WEDDING TO THE BRIDE A PIN CARD THAT**
 12 **IDENTIFIES THE AUTHORIZED AGENT AS SUCH. THE PRINCIPALS UNDERSTAND AND AGREE THAT THE**
 13 **PHOTOGRAPHER WILL ACCEPT NO DIRECTION WHATSOEVER FROM AN AUTHORIZED AGENT ON THE DAY OF THE**
 14 **WEDDING UNLESS THE PIN CARD IS WORN PROMINENTLY ABOVE THE BREAST ON THE LEFT HAND SIDE OF THE**
 15 **AGENT'S CLOTHING.**

Please _____
 Initial Client Bride Groom

1 **ADDENDUM C - PHOTO MANIPULATION SERVICES**

Please
Initial

Client

Bride

- 8 -

Groom