

Wedding Photography Contract

This Wedding Photography Contract (hereinafter the "Agreement") is dated on this _____ day of _____, 20__ (hereinafter the "Effective Date"), and is executed by and between _____ (the "Photographer") located at _____

and _____ and _____ (the "Clients" or the "Couple") located at _____

_____ for the purpose of setting forth the terms and conditions by which the Couple desires to acquire the wedding photography services from the Photographer.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

Wedding Ceremony. The date and location of the wedding, and reception, and any other relevant location are defined in the attached Exhibit "A" to this Agreement, labeled "Wedding Information Sheet."

Scope of Services. The Couple retains the above Photographer and the Photographer agrees to perform for the Couple certain services set forth in **Exhibit A** to this Contract (the "Services"). Any Service outside of the scope as defined in Exhibit A to this Agreement will require a new Agreement for other services agreed to by the Parties. The date and location of the photography event, service(s), session(s) and related event(s) and reception, are defined in Exhibit A attached hereto.

The Photographer shall coordinate with the Couple on all photography matters with regard to the Wedding and shall plan and discuss flow of the wedding as it shall happen on the wedding date. Specifically, the Photographer shall provide the services outlined in **Exhibit B**, labeled "Services Specification Sheet" attached hereto and incorporated herein. The Couple may purchase additional services in accordance with the terms and rates set forth in the attached "Additional Services Sheet."

The Photographer shall have the right and entitlement to enforce all necessary actions in order to actualize all plans relating to the wedding photos, provided however that they consult with the Couple first and shall discuss all wedding photos for further approval and consent by the Couple.

The Photographer and the Couple shall maintain constant and immediate communication with each other in cases of last-minute changes, modifications on any matter relating to wedding photography-related concerns.

The Photographer shall coordinate with the Couple on all photography matters with regard to the session and shall plan and discuss flow of the event, if applicable as it shall happen on the scheduled date. Specifically, the Photographer shall provide the services outlined in Exhibit B attached hereto and incorporated herein. The Couple may purchase additional services in accordance with the terms and rates

set forth herein. The Photographer's responsibilities, including the media format and delivery are specifically outlined in **Exhibit C** of this Agreement.

Payment.

The Couple agrees to the following Payment Terms:

Photographer's Total Fee for Services	
Non-Refundable Deposit (if applicable) <i>*The Non-Refundable Deposit is due upon execution of this Contract</i>	
Additional Services (if applicable) *As Described on Exhibit B	
Other Fees (Describe):	
Remaining Balance <i>*Due on Day of Wedding</i>	

Payments must be made to the Photographer by credit card, money order, check, or any other approved method of payment accepted by the Photographer.

Payments must be mailed to:

Should the Couple, at any time, request any additional photography services not in this Photography Contract, it shall be approved by the Photographer and be executed in writing. Any additional services agreed to and additional fees that shall follow are due on the date of the Services.

Completion and Deliverables. The Photographer shall complete the photography services by _____ [a.m./p.m.] on or before _____, 20____. Time shall be of the essence in the Photographer's performance of this Agreement. This is further outlined in Exhibit B to this Agreement.

Couple's Obligations. The Couple acknowledges and agrees to undertake the actions detailed below, as a condition precedent to the Photographer's contractual obligations. As such, the Couple hereby agrees to the following:

The Photographer will be allowed one (1) _____ minute break at their own discretion and bathroom breaks whenever necessary. The Photographer shall be provided a meal for weddings lasting longer than five (5) hours. If a meal is not provided, the Wedding Photographer reserves the right to go off-site for a meal for _____ minutes.

The Couple agrees to provide relevant information to assist the Photographer in the process, including but not limited to notice of important events at the wedding to give the Photographer adequate time to prepare. This may include the Couple's first dance, the bouquet toss, toasts, or cutting of the cake, etc.

The Couple further agrees to keep the Photographer informed of any modifications, material change, and/or other changes and updates. The Couple shall notify the Photographer of any contemplated date or location changes at least thirty (30) days before implementing said changes. In the case of a date and location change, the Photographer may not be available due to prior engagements but will try to accommodate to the best of their ability.

The Couple agrees that the Photographer cannot be held responsible for wedding guests, attendees, and employees of the Couple which may interfere with the Photographer while they are performing duties; failure to comply may result in uncaptured moments or fewer delivered images.

The Couple agrees that no other professional photographer(s) will be hired by the Couple or located on site photographing the Couple during the Wedding or related events unless otherwise approved by the Photographer subject to this Agreement.

Supplies and Equipment.

[] The Photographer, at their own expense, shall furnish their own supplies and equipment necessary to deliver and complete the Photography Services as defined under this Agreement unless otherwise agreed upon by the parties. Should the Couple not furnish the agreed upon supplies, the Couple understands they will be responsible for reimbursing the Photographer for all expenses incurred.

[] The Couple is responsible for furnishing the following supplies and/or equipment:

Copyright and Reproduction. The copyright of the photographs subject to this Agreement is always retained by the Photographer. Sale, publication, or any other commercial use is strictly prohibited without the prior written consent of the Photographer.

This provision also encompasses social media, including but not limited to, Facebook, Instagram, Twitter, and any blog or anything of the like. If a photo subject to this Contract is published it must have a caption crediting the Photographer. The Couple agrees that they will not alter the Photographer's photographs that are posted in a public manner or on the internet. The Couple is responsible for any family member or friend who posts any photos subject to this Agreement online and agrees that they shall not be cropped, edited or altered in any way without express permission from the Photographer.

Promotional Rights and Model Release. The Couple grants the Photographer and his/her successors, legal representatives and assigns the irrevocable and unrestricted right to use and alter the material for commercial, promotional, marketing, competition or other purposes without compensation and hereby release and shall hold harmless the Photographer and his/her successors, legal representatives and assigns from all claims or liability resulting from or associated with the use of the material.

The Couple agrees not to sell any of the files or prints without written permission from the Photographer. The Couple acknowledges and agrees that they are signing a model release to allow the use of the photographs of the Couple and all other parties pictured at the event or session for the Photographer's business purposes.

Indemnification. The Couple will hold harmless and indemnify the Photographer against any and all claims and actions arising out of the activities related to the session, or resulting from the activities during the event, including, but not limited to any related events arising from this Agreement.

Representations and Warranties. The Photographer represents and warrants to the Couple that all Services performed by the Photographer shall be done with due diligence and according to standard industry practice.

Cancellation Policy. The Couple may cancel this Agreement, in writing, for any reason. If the wedding is canceled, refunds are limited to unearned fees (as defined herein), funds in excess of unused or non-refundable fees and out-of-pocket expenses.

In the event the wedding is canceled, the Photographer Fee will be deemed earned for the actual time the Photographer has dedicated to the Couple and the wedding. Upon cancellation, the Couple will be entitled to a refund of any monies paid, except for the non-refundable deposit.

Additionally, the Photographer may cancel this Agreement at any time. In such an event, the Photographer must provide a comparable replacement Photographer, subject to Couple's express consent. If the Couple would not like to use the replacement provided, the Photographer shall refund all monies previously paid by the Couple, including the non-refundable deposit.

In the event of cancellation, the Couple and the Photographer shall agree and declare in writing that this Agreement has been terminated and will no longer remain in effect. All outstanding obligations of the Photographer to the Couple shall be deemed void and invalid.

Other:

Termination. This Agreement shall naturally terminate upon the end of services (or date specified herein), and upon the completion of the Photographer's performance of all duties and obligations toward the Couple.

No Exclusivity. The Parties subject to this Agreement understand and acknowledge that this Agreement is not exclusive. Each Party respectively agrees that they are free to enter into other similar Contracts with other parties unless otherwise specified in this Agreement.

Confidentiality. Any and all parts of this Contract, including all attachments hereto, shall be strictly construed and considered confidential in nature. Neither the Photographer nor the Couple shall have the right and entitlement to disclose any information and detail in relation to the Contract and the Services herein represented and embodied. Such disclosure shall be considered a material breach of this Contract and shall be subject to further action by the aggrieved party.

Independent Contractor. The relationship created and embodied in this Agreement is of Service Provider (the Wedding Photographer) and Customer (the Couple). No provision in this Agreement shall constitute an understanding that the relationship of both parties is by nature employer and employee.

Access. The Couple agrees to provide the Photographer with the necessary access to the Property, and to all areas of the Property scheduled to be serviced as defined under Scope of Services, at the scheduled date(s) and time(s). Failure to do so allows the Photographer to deem the failure as a material breach and is subject to the appropriate legal remedies.

Notice. All notices or requests required or contemplated by this Agreement shall be in writing and such notice shall be delivered as follows:

(a) if from the Couple to the Photographer shall be hand-delivered or mailed to:

or such other address as the Couple shall specify in written notice to the Photographer

(b) if from the Photographer to the Couple, shall be hand-delivered or mailed to:

or such other address as the Photographer shall specify in written notice to the Couple .

Dispute Resolution. Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of _____.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of _____, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of _____.

Governing Law. This Agreement shall be governed in all respects by the laws of the State of _____ without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

No Assignment. This Contract shall be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

Waiver, Amendment, or Modification. No waivers, amendments and/or modifications to this Contract shall be deemed valid and/or binding unless expressed in writing and agreed upon and signed voluntarily by both the Photographer and the Couple.

Severability. Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

Force Majeure. The Photographer and any of its employees or agents shall not be in breach of this Contract for any delay or failure in performance caused by reasons out of its reasonable control. This includes, but is not limited to, acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Photographer.

Further Assurances. Upon a party's reasonable request, the other party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Contract delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

Electronic Signatures. This Contract and related documents entered into in connection with this Contract are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

Captions. All marginal headings and numbers to the articles, sections, and subsections in this Contract are for the sole purpose of convenience of reference and shall not in any way affect the construction or interpretation of this Contract.

Entire Contract. This Contract constitutes the entire Contract by and between the Photographer and the Couple, and supersedes all prior communications, understandings, representations, and Contracts, either written and/or oral, with respect to all matters covered in the Contract.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Wedding Photography Contract effective as of the _____ day of _____, 20__ (the "Effective Date").

Dated: _____

Dated: _____

Photographer's Signature

Couple's Signatures

Photographer's Printed Name or Entity

Couple's Printed Names

EXHIBIT A

WEDDING INFORMATION SHEET

COUPLE'S INFORMATION	
Name [Bride/Groom/Other]:	Email Address:
Pre-Wedding Address:	Telephone Number:
Name [Bride/Groom/Other]:	Email Address:
Post-Wedding Address:	Telephone Number:

WEDDING INFORMATION	
Wedding Date:	Estimated Number of Guests:
Name and Location of Ceremony:	Start Time:
	End Time:
Name and Location of Reception:	Start Time:
	End Time:
Other Wedding Details:	

Wedding Photographer Information:

Name: _____

Address: _____

Phone Number(s):

Email Address:

Other Important Contact Information:

d. Additional Information and/or Services Requested:

Exhibit C

Photographer Responsibilities

The Photographer shall perform the Services and deliver the Photographs to the Couple in a timely manner in the formats and media, and to the address, set forth pursuant to the terms listed in Exhibit B.

Format/Media for Delivery:

- a. The Photographer will deliver the photographs to the Couple in the following format(s):

- b. The Photographer will deliver all the photographs:

Digitally to _____

Physically to _____

Other to _____

Final Deadline: _____

Other:
