

## Wedding Photography Contract

Client: **SAMPLE** Date of Event: **SAMPLE**  
 Address: Telephone:  
 Order #: Bride & Groom:

### Locations for Photography

Bride pre- ceremony	Casa Di Fiori	3 PM Estimate
Groom pre-ceremony	TBD	3 PM Estimate
Ceremony	Casa Di Fiori	5 PM
Reception	Casa Di Fiori	7 PM – 10 PM

**Description of Photographic Services to be Provided Charges. The hourly fee includes the photographs taken within the allotted period listed below. In addition, the extra charges set forth below shall be billed if and when incurred.**

	Total hours () X \$125	Photography Services from ___ to ___ – All photos to be burned on 2CD (s)	
<b>X</b>	Premium Package	Includes two photographers for 5 hours and all high-resolution proofs on CD with rights for duplication Upload of our 500 chosen proofs to online gallery & those in 4x6 flip through album (s) , your proof choice in any combination to include one 11x14, two 8x10s, four 5x7s	\$1075.00
<b>X</b>	Additional hours	Complimentary hours of service when 5 hours are met (No Charge)	\$N/C
<b>X</b>	Meals	Meals for photographers if photographing reception	
	Travel Fee	Berks Co. \$50 Lehigh Valley \$75 Poconos \$100 Out of State \$175	
	Special services		
<b>X</b>	Discount	Preferred Vendor – Casa Di Fiori	\$-150.00

<b>Subtotal</b>	<b>\$925.00</b>
Sales tax 6%	\$55.50
<b>Total Due</b>	<b>\$980.50</b>
<b>Less Booking Deposit</b>	<b>\$245.12</b>
<b>Balance Due 1 Week before Event</b>	<b>\$490.24</b>
<b>Balance Due Upon Receipt of Product</b>	<b>\$245.14</b>

The parties have read both pages of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

<i>Client</i>	<i>Client</i>	<i>Date</i>
<i>Photographer</i>	<i>Photographer</i>	<i>Date</i>

Client Initials \_\_\_\_\_

1. **Deposit and Payment.** The Client shall make a deposit to retain the Photographer to perform the services specified herein. When this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay half the total due one week before event and the remaining forth upon receipt of the CD –ROM (s) and additional purchases listed on page 1 such as albums, prints, ect. If the Client refuses delivery of the order or refuses to pay within thirty (30) days of this order, Client shall be in default hereunder and shall pay 20 percent interest on the unpaid balance until payment is made in full.
2. **Emergencies:** Emergencies such as serious injuries, serious illness or death to the signing parties to this agreement or their immediate families will cause this agreement to be null and void. Photographer will return any retainers made and will not charge for time or material expenses incurred while preparing for the shoot. Client(s) as well as Photographer must produce documentation in writing showing cause stating reason, relationship and have an excuse signed by an attending physician, charge nurse or funeral director. For the purpose of this agreement, immediate family will consist of parents, stepparents, brothers, sisters, spouses, children, Stepchildren, grandchildren and grandparents, as well as myself and the bride or groom. Either party may invoke this clause up to five days prior to the wedding causing this agreement to become null and void.
3. **Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall give rights to make reproductions to bride and groom for use however, they want, upon final payment. The Photographer shall be able to make reproductions for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.
4. **Failure to Perform.** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.
5. **Photographer.** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or of scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
6. **Arbitration.** this agreement shall be arbitrated in Our County under rules of the American Arbitration Association and the laws of Our State. Judgment on the arbitration award may be entered in any court having jurisdiction. Client shall pay all arbitration and court costs, reasonable legal fees, and expenses and legal interest on any award or judgment in favor of Photographer.
7. **Miscellany.** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. The laws of the State of Pennsylvania shall govern this Agreement.
8. **Pre-Event Consultation:** The parties agree to a pre-event consultation approximately 30 days before the event date in order to finalize the actual shooting times, locations, event procedures and special requests for specific photographs. Please see attached form for the type of information requested.
9. Upon signature, photographer reserves the time and date agreed upon and will not make other reservations for that time and date. For this reason all payments are not refundable-even if the wedding is cancelled with an exception for (2) above. No other paid photographer will be permitted to photograph, pose, direct or interrupt while Photographer is working. Any breach of this agreement will constitute a reason for non-completion of the job with no liability to the photographer and the loss of all payments made under this contract.
10. Client has the right to a three (3) day grace period to exit this contract. Photographer must be notified in writing. The postmark shall not be older than three (3) days of the date following the signature of the contracting party. Photographer is not responsible for lost or undelivered mail.
11. Photographer reserves the right to edit and will be the final authority on the images that will be offered for sale to the client.