**WEDDING PHOTOGRAPHER CONTRACT**

This Wedding Photography Contract (hereinafter the “Contract”) is made this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_ (hereinafter the “Effective Date”), and is executed by and between:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Photographer”),

AND

The undersigned **Bride and Groom** (collectively, the “Clients,” or the “Couple”).

**WHEREAS**, the Wedding Photographer is engaged in the business of providing wedding photography, coordinating, information and other related services;

**WHEREAS**, the Clients wish to avail of such services from the Wedding Photographer on and during the months leading to the wedding date, in accordance with the terms and conditions of this Contract;

**NOW, THEREFORE, FOR ALL GOOD AND VALUABLE CONSIDERATION**, the Wedding Photographer and the Clients hereby agree as follows:

1. ***Wedding.***

The date and location of the wedding, and reception, are defined in the attached Annex “A” labeled, “Wedding Information Sheet.”

1. ***Services.***

The Wedding Photographer shall coordinate with the Clients 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 Wedding Photographer shall provide the services outlined in the “Services Specification Sheet” attached hereto and incorporated herein. The Clients may purchase additional services in accordance with the terms and rates set forth in the attached “Additional Services Sheet.”

The Wedding 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 Clients first and shall discuss all wedding photos for further approval and consent by the Clients.

The Wedding Photographer and the Clients 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.

1. ***Terms of Payment***

The Couple agrees to the following Payment Terms:

Wedding Photographer’s Total Fee for Services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Non-Refundable Deposit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*\*The Non-Refundable Deposit is due upon execution of this Contract*

Remaining Balance *(Due on Day of Wedding)*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Wedding Photographer accepts the following methods of payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Should the Couple request any additional services not in this Contract, it shall be approved by the Wedding Photographer and placed in writing. Any additional services agreed to and additional fees that shall follow are due on the date of the Wedding.**

1. ***Consideration.***

For the Wedding Photographer’s performance of wedding coordination and planning services to the Clients in relation to the wedding specified in the “Wedding Information Sheet,” the Clients shall pay to the Wedding Photographer the above-referenced amounts.

1. ***Clients’ Obligations***

The Clients acknowledges and agree to undertake the actions detailed below, as a condition precedent to the Wedding Photographer’s contractual obligations. As such, the Clients hereby agrees to:

* 1. The Wedding Photographer will be allowed one \_\_\_\_\_\_\_ minute break at their own discretion and bathroom breaks when necessary. The Wedding 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.
	2. Provide relevant information to assist the Wedding Photographer in the process, including but not limited to notice of important events at the wedding to give the Wedding Photographer adequate time to prepare. This may include the Bride and Groom’s first dance, the bouquet toss, toasts, or cutting of the cake, etc.
	3. Clients agree to keep the Wedding Photographer informed of any modifications, material change, and/or other changes and updates. The Clients will notify the Wedding 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 Wedding Photographer may not be available due to prior engagements but will try to accommodate to the best of their ability.
	4. Clients agree that the Wedding Photographer cannot be held responsible for wedding guests, attendees, and employees of the Clients which may hinder the Wedding Photographer while he/she is shooting or performing duties; failure to comply may result in uncaptured moments or fewer delivered images.
	5. Clients agree that no other professional photographer(s) will be hired by the Clients or located on site photographing the Clients during the Wedding or related events unless otherwise approved by the Wedding Photographer subject to this Contract.
1. ***Representations and Warranties.***

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

1. ***Copyright and Reproduction***

The copyright of the photographs subject to this Contract is always retained by the Wedding Photographer. Sale, publication, or any other commercial use is strictly prohibited without the prior written consent of the Wedding 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 Wedding Photographer. The Clients agree that they will not alter the Wedding Photographer’s photographs that are posted in a public manner or on the internet. The Clients are responsible for any family member or friend who posts any photos subject to this Contract online and agrees that they shall not be cropped edited or altered in anyway without express permission from the Wedding Photographer.

1. ***Promotional Rights and Model Release***

Clients grant the Wedding 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 Wedding Photographer and his/her successors, legal representatives and assigns from all claims or liability resulting from or associated with the use of the material.

Client agrees not to sell any of the files or prints without written permission from the photographer. The Clients acknowledge and agree that they are singing a model release to allow the use of the photographs of the Couple and all other parties pictured at the wedding for the Wedding Photographer’s business purposes.

1. ***Indemnification.***

The Clients will hold harmless and indemnify the Wedding Photographer against any and all claims and actions arising out of the activities related to the Wedding, or resulting from the activities during the Wedding ceremony and reception, including, but not limited to any related events arising from this Contract.

If for any reason, the Wedding Photographer or his or her assistants feels threatened or unsafe due to, but not limited to negligence, unruly guests, or weather on the day of the Wedding, the Wedding Photographer can refuse to provide services and may leave the premises without repercussions. In this event, the Wedding Photographer will be entitled to keep the entirety of the Wedding Photography Fee and seek immediate payment of any unpaid portion of the Wedding Photography Fee.

1. ***Cancellation.***

Clients may cancel this Contract, 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 Wedding Photographer Fee will be deemed earned for the actual time the Wedding Photographer has dedicated to the Clients and the wedding. Upon cancellation, the Clients will be entitled to a refund of any monies paid, except for the non-refundable deposit.

The Wedding Photographer may cancel this Contract at any time. In such event, the Wedding 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 Wedding Photographer shall refund all monies previously paid by the Couple, including the non-refundable deposit.

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

1. ***Termination.***

This Contract shall naturally terminate on the Wedding Date, and upon the completion of the Wedding Photographer’s performance of all duties and obligations toward the Clients.

1. ***Confidentiality.***

Any and all parts of this Contract, including all attachments hereto, shall be strictly construed and considered confidential in nature. Neither the Wedding Photographer nor the Clients 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.

1. ***Dispute Resolution and Legal Fees.***

In the event of a dispute arising from this Contract, the parties agree to engage in mediation, each party responsible for their own separate cost. If the mediation is unsuccessful, the parties may pursue legal action whereby the prevailing party shall be entitled to any and all legal fees, including but not limited to attorney’s fees and others deemed appropriate by the court.

1. ***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 Wedding Photographer and the Clients.

1. ***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.

1. ***Act of God.***

If an act of God, such as a fire, flood, earthquake or other natural calamity shall cause the Clients to cancel the wedding, the Clients will be entitled to a refund, which shall be 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 due to an Act of God, the Wedding Photographer Fee will be deemed earned for the actual time the Wedding Photographer has dedicated to the Clients and the wedding. In such event, 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 of cancellation due to an act of God, the Clients and the Wedding Photographer shall agree and declare in writing that this Contract has been terminated and will no longer remain in effect. All outstanding obligations of the Wedding Photographer to the Clients shall be deemed void and invalid.

1. ***Assignment.***

This Contract may only be assigned by the Wedding Photographer to a successor in business of essentially all assets of the Wedding Photographer. Otherwise, the same may not be assigned to any third party.

1. ***Nature of Relationship.***

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

1. ***Applicable Law.***

This Contract shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ applicable to Contracts negotiated, executed and performed wholly within the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. ***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.

1. ***Entire Contract.***

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

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_

**Wedding Photographer**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Printed Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_

**Bride, Client**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Printed Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_

**Groom, Client**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Printed Name**

Annex “A”

**WEDDING INFORMATION SHEET**

|  |
| --- |
| **CLIENTS INFORMATION** |
| Bride Name: | Bride Email Address: |
| Pre-Wedding Address: | Bride Telephone Number: |
| Groom Name: | Groom Email Address: |
| Post-Wedding Address: | Groom Telephone Number: |

|  |
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| **WEDDING INFORMATION** |
| Wedding Date: | Estimated Number of Guests: |
| Name and 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:

Annex “B”

**SERVICES SPECIFICATION SHEET**

The Wedding Photographer agrees to provide the following services:

* 1. **Pre-Wedding Services:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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* 1. **Wedding Rehearsal Services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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* 1. **Wedding Day Services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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* 1. **Additional Information and/or Services Requested**:

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**Photographer Responsibilities**

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

Format/Media for Delivery:

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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1. The Wedding Photographer will deliver all the photographs:

[ ] Digitally to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Physically to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Other to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Final Due Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_