

Wedding Photography Agreement



Wedding Photography Agreement

This contract between {{user.name}} (hereafter "Photographer" or "KaeCole Media") and {{client.name}} (hereafter "Clients"), governs the assignment of photographing their Wedding and, with the accompanying Estimate or description of services (if any), constitutes the entire agreement between the parties concerning the assignment. Any amendments to this agreement shall be made and agreed in writing. This Agreement may be executed in one or more counterparts, including electronic versions, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

Wedding of {{client.name}} on {{job.start | mediumDate}} __

to take place at {{job.address | address}}

Clients have agreed to a package of services described below:

{{job.invoice.items | packageItems:true}}

Total Fee: {{job.invoice | total}}

Photographs from your wedding shall be made in digital format and are to be delivered to client within 2 to 4 weeks from the day of the event (1 week for engagement photos and 6 weeks for wedding video).

RESERVATION: A signed contract and retainer fee (30%) are required to reserve the dates and times of the EVENT(S). If the EVENT(S) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the CLIENT, the retainer fee is non-refundable and shall be liquidated damages to KaeCole Media. The CLIENT shall also be responsible for payment for any of KaeCole Media's materials charges incurred up to time of cancellation. Upon signature, the photographer reserves the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the retainer is non-refundable, if event is cancelled for any reason, including, but not limited to acts of God, fire, extreme weather, break-up, and/or financial hardship. Retainer is to be paid at time of parties signing this contract. Reservation retainer is applied towards the contracted photography package upon completion of this contract. If, for any reason, client changes event date, the retainer can be transferred to new event date if photographer has the date available; otherwise there is no refund for retainer paid.

EVENT SCHEDULE: The client agrees to confirm the schedule one-week prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from KaeCole Media by the CLIENT.

SHOOTING TIME / ADDITIONS: The CLIENT and KaeCole Media 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 EVENT(S), 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 at a rate of \$100 per hour.

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

TRAVEL EXPENSES: All travel expenses are based on the distance between the EVENT location(s) and KaeCole Media studio address. For all EVENT(S), the first 50 miles roundtrip of travel are included. All miles in excess of 50 miles roundtrip are charged at \$0.50 per mile.

RESPONSIBILITIES: KaeCole Media is not responsible for compromised coverage due to causes beyond the control of KaeCole Media including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to KaeCole Media, rendering of decorations, or restrictions of the locations. KaeCole Media will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S).

POSTPONEMENT: Should the event be postponed for any reason, Clients understand that Photographer may not be available for the new date. Should Client postpone the event to a date for which the Photographer is not available, the assignment shall be considered cancelled, and the RESERVATION agreement above shall apply. Photographer shall be notified of any postponement or likelihood of postponement as soon as possible, and will make every reasonable effort to be available for the new date. In the event the assignment is postponed, additional expenses may be incurred. In regards to an engagement shoot, we typically do not postpone these shoots, especially for weather related reasons. During Wedding season, all other portrait and engagement shoots are typically only scheduled during weekdays. Weekend appointments may be available during wedding season, but only if the photographer is not already booked for a wedding on the weekend chosen.

VENUE AND LOCATION LIMITATIONS: KaeCole Media 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 KaeCole Media. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; KaeCole Media will offer technical recommendations only.

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

COPYRIGHTS: The Photographer retains copyright in the photographs, and hereby grants the client unlimited but non-exclusive rights to use or reproduce the photographs for which the client pays.

MODEL RELEASE: The CLIENT hereby assigns KaeCole Media 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 KaeCole Media 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 KaeCole Media, KaeCole Media 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 EVENT(S).

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond KaeCole Media's control, including but not limited to camera, hard drive, or equipment malfunction, KaeCole Media liability is limited to the return of all payments received for the EVENT(S). 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. KaeCole Media 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.

PAPARAZZI WEDDING GUESTS: All your guests will have digital cameras and all your guests will want to photograph the Clients. In the spirit of cheerful cooperation, the Clients agree to give the Photographers precedence over the guests in order to take the photographs required for the wedding services described above. We cannot be held liable for a lack of wedding photos and/or ruined photos if guests taking their own photos of the Clients continually interrupt the Photographer's work.

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

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 2 weeks before the day of the EVENT(S).** In the event the CLIENT fails to remit payment as specified, KaeCole Media shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT(S). Returned checks will be assessed a \$35 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 KaeCole Media.

INDEMNIFICATION: Clients hereby indemnify and hold Photographer, his heirs, legal representatives, assigns, and all persons acting under his permission or authority or those for whom he is acting harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Clients' use of Photographer's Work.

Applicable Law

This contract shall be governed by the laws in the State of Georgia and any applicable Federal law.

All terms are hereby agreed upon by both parties, including amendments.

Client:

I agree to the terms and conditions of this contract.

First Name

Last Name

Select

Signature

Home Address *

Photographer:

I agree to the terms and conditions of this contract.

First Name

Last Name

Signature
