

# Wedding Photography Agreement

Congratulations! And thanks for choosing us! We are so excited to get to know the two of you and your love story. First, we want to get to know you, then we will go over the boring business stuff. Please fill in the following information, read and initial pages 1-5, sign page <u>5 and</u> return the entire contract. The photographers are not responsible for mistakes due to missing or incorrect information.

THE BIG DAY (A.KA . Your wedding date): What are your names? What number do you prefer we contact you at: Email: <u>Tell us a little bit about your relationship:</u>				
			Was it love at first sight? How did you meet?:	
				— — How
			long have you been together?:	
			How did the proposal go down?:	
Now tell us a little bit about your wedding:	_			
Ceremony time and date:				
Name of venue:				
Address:				
Reception time and date:				
Name of venue:				
Address:				
Wedding colors:				
Our bridal party will consist of (if one mark with x, if several write in number): Maid of HonorBride Maid(s)Best ManGroomsmenFlower Girl(s)Ring Bearer(s)				
Additional members:				
Describe the style of your wedding: (exp: vintage, beachy, rustic, etc.):				
Additional details to be noted:				

#### Check your wedding package choice:

#### Basic package (\$1,500)

6 Hours consecutive photography coverage with one photographer . One planning consult. Edited digital images in an online gallery with full print rights. Gallery edited and delivered in 7-9 weeks

#### \_\_\_\_Standard Package (\$2,000)

8 hours consecutive coverage with one photographer. Two planning consults.



Preview Gallery in one week (10 images)

Edited digital images in an online gallery with full print rights, including black and white copies. Gallery edited and delivered in 7-9 weeks

### Premium(\$2,650)

8 consecutive hours of wedding coverage with two photographers Two planning consults Preview Gallery in 72 hours (25 images) Engagement Session Edited Digital Images in an Online Gallery with full print rights plus black and white copies Gallery edited and delivered in 7-9 weeks

## \_ The Happily Ever After Package (\$3000)

Up to 10 consecutive hours of wedding coverage with two photographers Two planning consults Preview Gallery in 72 hours (25 images) Engagement Session Edited Digital Images in an Online Gallery with full print rights plus black and white copies Gallery edited and delivered in 7-9 weeks Free Highlight video

\_\_\_\_ A-la-Carte <u>Hourly</u> Package (\$250/hour, 3 hour minimum. Up to 120 people)

\_\_\_\_\_ 3 hours with one photographer, Edited Digital Images in an Online Gallery with full print rights plus black and white copies \$750)

\_\_\_\_\_ 4 hours with one photographer, Edited Digital Images in an Online Gallery with full print rights plus black and white copies (\$1000)

\_\_\_\_\_ 5 hours with one photographer, Edited Digital Images in an Online Gallery with full print rights plus black and white copies (\$1250)

Elopement Package (\$150/hour, 3 hour minimum. Only valid on weekdays for weddings under 75 people)

\_\_\_\_\_ 3 hours with one photographer, Edited Digital Images in an Online Gallery with full print rights plus black and white copies (\$450)

\_\_\_\_\_ 4 hours with one photographer, Edited Digital Images in an Online Gallery with full print rights plus black and white copies (\$600)

\_\_\_\_\_ 5 hours with one photographer, Edited Digital Images in an Online Gallery with full print rights plus black and white copies (\$750)

\_\_\_\_\_ 6 hours with one photographer, Edited Digital Images in an Online Gallery with full print rights plus black and white copies (\$900)

\_\_\_\_\_ 7 hours with one photographer, Edited Digital Images in an Online Gallery with full print rights plus black and white copies (\$1050)

\_\_\_\_\_ 7 hours with one photographer, Edited Digital Images in an Online Gallery with full print rights plus black and white copies (\$1050)

#### Package Add-Ons:



\_\_\_\_ Expedited Delivery: Can't wait for your photos? Receive your wedding package in 4-5 weeks (\$500 for one photographer packages. \$700 for two photographer packages. \$350 for elopements).

\_\_\_\_ Engagement Session. 1-2 Hours, up to two locations, plus a digital download of your edited high resolution digital images. (\$300 with a wedding package)

\_\_\_\_ Highlight video: 4-15 min video including video footage taken by your photographers and photos from your big day, played to your wedding song and other love songs (\$700)

#### Add in any travel fees:\_\_

(There are no travel fees within 50 miles of our studio address. \$4 per mile for each mile over 50 miles within the state of florida. Travel for out of Florida weddings may differ based on hotel cost of that area)

## Add in any discounts :\$\_\_\_\_\_ Package total: \$

Agreement/Jurisdiction: The person(s) whose signature(s) appear on this contract, known as "Client", agree That Oh So Sweet Studios known as "Photographers", shall provide services to photograph their wedding and related events to the best of her abilities, in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. The laws of the State of Florida shall govern this contract, and any resulting arbitration shall take place within Volusia County, Florida. Client assumes responsibility for all collection costs and legal fees incurred by Photographers should enforcement of this contract become necessary. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

Retainer and Payment: Client shall reserve the time and date of services by signing and returning this contract along with a nonrefundable, non-transferable reservation retainer equal to 25% of the total photography fee. No date is reserved until the contract and retainer are received. The balance due for the photography services must be paid in full no later than the event date. In the event Client fails to remit payment as specified, the Photographers shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend this event. Returned checks will be assessed a \$50 non-sufficient funds fee, and all future purchases/payments must be paid by Cashiers Check. Unless the contract is canceled, the retainer fee shall be applied to the photography fee total.

Cancellation: If for any reason Client cancels this contract before the wedding date, Photographers will keep the retainer. Cancellation must be made in writing, signed by the contracted party, and sent via Certified Mail by the United States Post Office. If Client fails to supply written cancellation as specified before the wedding date or cancels within 30 days of the wedding date, Client shall be required to pay the full balance due. Any money paid previously paid over the retainer will be credited with an Oh So Sweet Gift Certificate of that value.

Reschedule: In the event that Client reschedules the wedding and Photographers are able to rebook the original wedding date, Client will receive credit for all monies already paid. A new contract may be required. The new package price will reflect pricing in effect when the date change occurs. In the event that Client reschedules the wedding and Photographers is not able to rebook the original wedding date, Client forfeits the retainer but will receive a credit for all other monies paid. Credit may be applied to wedding coverage within one year of original date provided Photographer is available.



Eating: Clients will be responsible for providing a meal for photography team during wedding days lasting 6 hours or longer. If a meal is unable to be provided, your photography team will leave the property for one hour to eat and your coverage time will not be extended.

Liability: If Photographer or her agent is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness, or technical problems, and if she cannot provide another competent professional, all money received by Photographer, minus expenses, will be returned to Client, and Photographers shall have no further liability with respect to this agreement. This limitation of liability also applies to any loss/damage of photographs or failure to deliver photographs for any reason. Liability for a partial loss of photographs shall be pro-rated based on the percentage of total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total monies paid by Client under this Agreement during the time preceding the date on which such liability arises.

Photo Download: Upon receipt of a photo USB or digital download, Client accepts all responsibility for archiving and protecting the photographs. Photographers does not permanently archive image files. Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required

Pricing: Services or merchandise not included in this initial contract will be sold at current price when an order is placed. Yourprice will not be increased unless you add services. When adding services, they are added at the rate at time of change, not at the rate at the time of initial contract signing.

Responsibilities: Unless agreed upon in advance, Oh so Sweet Studios shall be the exclusive photographer retained for the event. Photographer may bring one assistant at her discretion. Videographers and other vendors as well as semiprofessional photographers must not obstruct or interfere with the official photography and are not allowed to take any still photos during formal sessions. Wedding guests may take photos, but it is the responsibility of Client to prevent family and friends from interfering with Photographer's duties. Photographer is not responsible for compromised coverage due to causes beyond her control such as other people's camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage. Client agrees to confirm the schedule one- week prior to the event and to send the Photographer a copy of the invitation prior to the wedding. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation. If email is sent, confirmation of receipt must be obtained.

Harassment: Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by Photographer shall be the responsibility of Client. In the event Photographer or her employee experiences any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the wedding or other event(including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature) then the following process shall be followed: first offense: a verbal warning will be issued to a family member of the client; second offense: the offending person will be required to leave the wedding or event; third offense: Photographer will end wedding coverage immediately and leave the event, Photographershall be entitled to retain all monies paid hereunder and client agrees to relieve and hold Photographer harmless as a resultof incomplete wedding or event photography coverage.

Coverage: Photographer will provide coverage for the dates, locations and continuous hours specified in this agreement. Additional travel or coverage hours may be added by agreement on the wedding day and must be paid in full



before anyphotos or products are released to the Client. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. Images determined by the photographer to be substandard or duplicated may be edited out. The Photographer will use her professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to Client.

Image Processing/Printing: Unless agreed upon prior to any editing work, high-resolution downloads and/or proof sets maycontain a mixture of color, black and white, and selective color images. Limited color correction and/or retouching areincluded at Photographer's discretion. Client may request further changes for an additional charge. Photographer is not responsible for any prints that are not ordered directly from her. For best results, clients with the high-resolution files should order their prints through a reputable lab.

Model Release: This contract serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Oh So Sweet Studios. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.

Copyright: All photographs taken by Oh So Sweet Studios are their property, will remain their property and are protected by United States Copyright Laws (USC Title 17). Client hereby waives any claims for ownership, income, editorial control and use of the images. Violators of this federal law will be subject to its civil and criminal penalties. Client may enter photographs in contests but must credit the photographer.

Package total: \$	
Deposit (25% of total):	\$
Total due by your wedd	<mark>ing date: \$</mark>

I have read, understand and agree to the terms and conditions of this Agreement. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Photographer:	Date:
Client:	Date:
Client:	Date: