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Wedding Contract

Contact Information

EVENT NAME:

DATE:

Bride's Name:

Address:

Phone:

Email:

Groom's Name:

Address:

Phone:

Email:

Bride & Groom's Future Address:

Party responsible for payment:

Address:

Phone:

Email:

Event Locations

Rehearsal Dinner:

Date:

Time:

Location:

Address:

Pre-Wedding Preparation (Women):

Date:

Time:

Location:

Address:

Pre-Wedding Preparation (Men):

Date:

Time:

Location:

Address:

Ceremony:

Date:

Time:

Location:

Address:

Reception:

Date:

Time:

Location:

Address:

Other:

Investment Details

Package Name & Description:	Price:
Add-ons:	Price:

Total Investment

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Deposits

Date Due:	Amount Due:

The parties have read all three 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.

Client

Client

Date

Date

Amy Wilton, *Photographer*

Date

This Agreement is subject to all the terms and conditions appearing on page three.

TERMS AND CONDITIONS

- 1. Exclusive Photographer.** The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the wedding. In order to provide maximum photographic coverage of the wedding's events, a secondary photographer shall be chosen by the exclusive photographer. Family and friends of the Client shall be permitted to photograph the wedding as long as they shall not interfere with the Photographer's duties and do not photograph poses arranged by the Photographer.
- 2. Deposit and Payment.** The Client shall make a deposit of one third of the total balance to retain the Photographer to perform the services specified herein. An additional one third of the total balance shall be made at the chronological midpoint between the contract signing and the date of the event. The deposits shall be applied to reduce the total cost and the Client shall pay the final balance due one week prior to the wedding date. If the deposit is not received prior to the wedding, the Photographer is not obligated to photograph the wedding.
- 3. Cancellation.** If the Client shall cancel this Agreement, no deposit will be returned. Any additional payments beyond the original one-third deposit which have been applied to the balance shall be returned within 60 days.
- 4. Photographic Materials.** All Photographic Materials, including but not limited to compact flash cards and CDs and the images upon them shall be the exclusive property of the photographer unless special written arrangements to purchase these items has been made in advance, and are listed in the contract. The Photographer will make digital previews available to the Client.
- 5. Copyright and Reproductions.** The Photographer shall own the copyright on all images created and shall have the exclusive right to make reproductions. The Photographer shall make reproductions only for the Client or for the Photographer's portfolio, website, samples, self-promotions, entry in photographic contests or art exhibitions, editorial and stock use, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, she shall not do so without first obtaining written permission from the Client.
- 6. Failure to Perform.** If the Photographer cannot perform this Agreement due to a fire or other casualty, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall arrange for another competent photographer of the Photographer's caliber to photograph the Wedding per the terms of this Agreement in her stead. The Client will not be liable for additional costs incurred to secure the replacement photographer.
- 7. Limitation on liability.** In the event that all photographic materials are damaged in processing, through camera, compact flash card or computer malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer, the photographer will refund the monies already paid. 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.
- 8. Inherent Qualities.** Although photographic material is printed to the highest quality possible, Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
- 9. Photographer's Standard Price List.** The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and orders placed within one year from the wedding shall be charged at the prices in effect at the time the contract is signed. Orders placed after one year will be billed at the Photographer's Revised Standard Price List.
- 10. Client Purchasing Digital Files.** An Agreement may be made for the Client to purchase a CD of high resolution digital files or other Photographic Materials. The Client understands that the copyright still belongs to the Photographer. Prints of any kind may be made for personal use only. Client must obtain permission from Photographer before using the photographic materials in any other way including but not limited to selling or publishing the material. Purchased high-res digital files will be delivered 6 months after the wedding date.
- 11. Social Media.** The Client may upload digital files to any social media websites at a low resolution of 72 dpi with the understanding that they may not be reproduced by a third party. The Photographer's name and copyright must appear on each image.
- 12. Dispute Resolution.** All disputes shall be submitted to mediation and if not resolved, then brought to binding arbitration. The resolution sessions shall be held in Knox County, Maine, unless otherwise agreed to by the parties. The matters shall be resolved if applicable, in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court hearing jurisdiction thereof. Disputes in which the amount at issue is less than \$250 shall not be subject to the arbitration process, but will be subject to mediation.
- 13. Miscellany.** This Agreement incorporates the entire understanding of the parties. Any modifications of the 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.