

# Wedding Photography Contract

Sarah Kelly – art photography studios ©

Wedding date: \_\_\_\_\_

Ceremony location and time: \_\_\_\_\_

Reception location and time: \_\_\_\_\_

Photo location(s) and time(s): \_\_\_\_\_

## **Bride's information**

name \_\_\_\_\_

address \_\_\_\_\_

city \_\_\_\_\_ province \_\_\_\_\_ postal code \_\_\_\_\_

phone \_\_\_\_\_ alternate # \_\_\_\_\_

email \_\_\_\_\_

## **Groom's information**

name \_\_\_\_\_

address \_\_\_\_\_

city \_\_\_\_\_ province \_\_\_\_\_ postal code \_\_\_\_\_

phone \_\_\_\_\_ alternate # \_\_\_\_\_

email \_\_\_\_\_

All parties have read and agree to all terms and conditions of this contract.

Bride \_\_\_\_\_ date \_\_\_\_\_

Groom \_\_\_\_\_ date \_\_\_\_\_

Photographer \_\_\_\_\_ date \_\_\_\_\_

## **Services**

Services \_\_\_\_\_ description \_\_\_\_\_ amount\$

package

engagement session

Trash the Dress session

other

other

### **Payment information**

Retainer of \$300 upon signing of contract with remaining 50% to be paid six weeks before wedding date and final 50% to be paid week of wedding date before actual shooting by the photographer takes place day of the wedding.

OR

50% upon signing of contract and 50% the week of wedding date.

### **Terms and Conditions**

This photography contract is between Sarah Kelly-art photography studios (herinafter referred to as Sarah Kelly or photographer) and

\_\_\_\_\_(herinafter referred to as client/s) regarding their wedding that will take place at \_\_\_\_\_ on \_\_\_\_\_.

#### **1. exclusive photographer**

Sarah Kelly shall be the exclusive photographer contracted by the client to photograph the wedding day. Family and friends may take photos as long as they do not interfere in the photographer's duties and do not photograph poses organized by the photographer.

#### **2. cancellation or postponement**

if the client should cancel the event for any reason the retainer will not be refunded. If the client has chosen the 50% down payment option, \$300 will be held as the non refundable retainer. If the client wishes to cancel this contract, notice must be given in writing (includes email) to the photographer. If the client wishes to change the date of the event, all previous payments will transfer to the new date provided the photographer has availability open. Notice must be given 6 months in advance. A new contract will be signed for a change of date and if the photographer is not available, the retainer will remain unrefundable.

### 3. digital files and copyrights

if the client has purchased a package including a CD of high resolution files, Hold That Pose photography authorizes the client to use the images on the CD for their own personal use and is not responsible for the quality of enlargements from these files if taken to a non professional and/or consumer photo lab. The images may not be sold or published without the written consent of the photographer. Hold That Pose photography also reserves the right to keep a set of the original files and holds copyright to all images. Hold That Pose photography will own copyright to all images taken and created at the event and will have exclusive rights to reproduce any image for the purpose of marketing, advertising, portfolio additions, studio samples or exhibitions. Any image/s chosen will be displayed in the highest regard and taste. Written permission will be requested from the client if the photographer wishes to use any image for reasons not stated above.

### 4. performance

if the photographer runs into problems creating and/or delivering the images promised in the package agreement due to fire, flood, acts of God, illness, or any other reason beyond the control of the hands of the photographer, Hold That Pose photography will return all money paid for the event and will hold no further liability in respect to this contract. This limit of liability will also apply if photographic materials should be damaged in processing, or lost through camera malfunction or memory card malfunction, lost in the mail, or lost or damaged through no fault of the photographer. If the photographer fails to perform for any other reason not stated above, Hold That Pose photography shall not be held liable for any amount other than the package value paid for by the client.

### 5. event restrictions

the photographer may be limited by the guidelines of the ceremony official, ceremony building and/or the reception area/building. The client understands that the photographer will abide by these rules and guidelines and that they are outside the control of the photographer. The client agrees not to hold Hold That Pose photography responsible if these rules and guidelines interfere in the resulting photographs.

## 6. requested photos

Sarah Kelly will take every measure to take and create all requested photos by the client/s. The client understands that a wedding is an uncontrolled event and that due to availability of light, varieties of weather conditions, and availability and willingness of subjects, cannot guarantee that any specific requested photos will be taken successfully.

## 7. artistic license

Sarah Kelly shall be granted full artistic license in regards to poses photographed and locations used. The photographer will not be held responsible for lack of coverage due to the bride, groom or members of the bridal party not being on time, members of the wedding party or family not being available when called on for a posed photograph, or if the event is running behind schedule or if restrictions regarding photography at the location/s are in force. The client understands that the photographer uses an unobtrusive style combined with posed shots and strives to capture the emotion of the day in a creative, artistic style. The client also acknowledges that they have been shown samples of wedding images and that Hold That Pose photography will produce images of comparative quality and styles from their wedding.

## 8. food and breaks

a meal or some required "break time" is required of the photographer if the package includes 6 or more hours of photographing the event. If a meal is not provided at the event, the photographer requests to leave the event for a short time for a meal.

## 9. shipping and handling

all photographs and/or CD's and/or slideshow CD's and/or photo books which are covered in the package agreement include shipping services or hand delivered services to the client within the Oakville and GTA areas. Any additional orders not included in the client package may require additional shipping fees.