

PHOTO CONTRACT

trickey photography

Client's Name: _____ Phone Number: _____
Address: _____ State: _____ Zip Code: _____
Email address: _____

1. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all previous agreements (written or oral) between the parties in relation to its subject-matter.

Each party acknowledges that in entering into this agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

Nothing in this clause shall limit or exclude any liability for fraud.

2. A Summary of the Contract

The photographer is responsible for providing for the client a photographic service and products as detailed in section 3 ('coverage'). The client undertakes to engage the photographer for this coverage for the price as detailed in section 4.

3. The Coverage

Coverage will be provided by the photographer as follows:

Wedding date: _____

Coverage to commence at: _____ Coverage to finish at: _____

Wedding location: _____

Wedding Package: _____ Pricing: \$ _____

Notes: _____

4. Payment Arrangements

The client will pay the photographer a total fee of \$ _____ subject to the following terms: A **\$100** deposit to secure the date and payable on execution of this agreement. This deposit is

non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation.

Payment of the balance of \$_____ no later than approved date: _____

*Will there be use of payment plan? Yes / No

Cancellation less than **90** days before the date of the wedding will require payment in full. All cancellations must be in writing. The cancellation conditions above will apply for postponed weddings if the photographer is not able to re-schedule for the new date and time. The fee for postponed weddings is subject to change.

There will be a holding fee of **\$35** for every 30 days in which the contract payment is overdue.

Any additional payments for albums and other services are to be made when that order is placed. Prices for orders placed over one year after the date of the wedding may be subject to change.

5. Copyright

The entire copyright in the photographs is retained by the photographer at all times throughout the world.

Where a disc of photographs (digital image files) has been provided to the bride and groom as part of their wedding collection, these photographs may be printed, and displayed online, for personal but not commercial use.

The photographer retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his work or any other use.

6. Image Size, Color, Style and Composition

All image sizes are approximate. The photographer will provide a pleasing color balance but cannot guarantee exact color matching. It is sometimes not possible to record the exact color as seen by the human eye.

There is no right to reject on the basis of style or composition. The photographer cannot guarantee the supply of any particular photographs that are requested.

7. Archival Release

Once all products within the wedding package stated in section 3 have been delivered, the photographer is under no obligation to retain the digital image files.

8. Attendance

Hours of coverage include any travel time between venues. The location of this shoot is within 50 of Tallahassee. Otherwise, a charge may apply.

In the unlikely event that the photographer is unable to complete the coverage due to unforeseen circumstances, the photographer reserves the right to appoint another photographer to attend on his behalf to undertake the photography. No other hired photographers are permitted to photograph the wedding.

9. Indemnity

The photographer agrees to indemnify the client against all expenses, damages, claims and legal costs arising out of any failure by the photographer to obtain any clearances for which he was responsible in respect of third party copyright works, trademarks, designs or other intellectual property.

The photographer shall only be responsible for obtaining such clearances if this has been expressly agreed before the day of the wedding. In all other cases the client shall be responsible for obtaining such clearances and will indemnify the photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

10. Limitation of liability

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstances, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

11. Severability

If any provision of this contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this contract shall remain in full force and effect.

The undersigned have read and understood the above contract and agree to the terms and conditions in their entirety.

Signature of photographer:

Date: _____

Signature of client:

Date: _____

