

Wedding Agreement

Date of Wedding: ____/____/____

Time Photography Session Starts: _____

Time Photography Session Ends: _____

Amount of Guests: _____

Client's Details

Bride's Full Name: _____

Phone: _____

Address: _____

email: _____

Groom's Full Name: _____

Phone: _____

Address: _____

email: _____

Bride, Groom and people acting on their behalf, will herein be referred to as CLIENT/S or THE CLIENT/S. THE CLIENT is the person in charge of payment and signing this agreement.

Locations

Groom's Preparation/Dress-up

Address: _____

Start Time: _____

End Time: _____

Bride's Preparation/Dress-up

Address: _____

Start Time: _____

End Time: _____

Wedding Ceremony

Address: _____

Start Time: _____

End Time: _____

Wedding Official Name: _____

Wedding Official Contact Number: _____

Other Set Photography (Bridal Party Shots etc.)

Description of Photographs: _____

Address: _____

Start Time: _____

End Time: _____

Wedding Reception

Address: _____

Start Time: _____

End Time: _____

Wedding Reception Manager Name: _____

Wedding Reception Manager Contact Number: _____

Wedding Details

Wedding theme: please specify colour scheme / traditional / formal / informal / casual etc.

Wedding Attire: describe bride, groom and wedding party attire

Fees

Photography fee agreed on: _____ (plus applicable expenses as described in the contract). A deposit of 50% (\$_____) is due when this agreement is signed, and the balance (\$_____) is to be paid before the delivery of final images and after the wedding day has been photographed.

Additional Expenses: If applicable THE CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by THE CLIENT.

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

- _____ hours photography time.
- _____ photographers for the allotted photography time.
- High quality and web quality images provided on disc.
- A web gallery on www.smithphotography.biz
- A DVD slideshow.
- _____
- _____

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between Smith Photography and THE CLIENT. It supersedes all prior and simultaneous agreements between

the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

2. RESERVATION: Upon your signature, Smith Photography will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of 50% is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due after completion of photographing on the wedding day and prior to delivery of the images to THE CLIENT.

3. CD DELIVERY: After the wedding and payment, Smith Photography will provide THE CLIENT with a Disc of photographs. This disc will contain an edited selection of photographs (in both colour and black and white) taken at the event. THE CLIENT agrees if the balance is not paid Smith Photography will NOT make a final delivery of the disc, incurring no liability to Smith Photography and resulting in loss of Reservation Deposit by THE CLIENT.

4. CANCELLATION: In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the deposit will be forfeit. Smith Photography agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT.

5. PRE-EVENT CONSULTATION: The parties agree that all dates and times will be finalised before the wedding date and Smith Photography will be notified.

6. EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

7. 90 MINUTE WINDOW: The bride and/or groom are advised to set aside at least 30 minutes before the commencement of the wedding ceremony and a 60 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 90 minute window from occurring, Smith Photography shall not be held liable for failure to take desired photographs.

8. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Smith Photography is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to Smith Photography. Smith Photography recommends that THE CLIENT designate an "event guide" to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

9. SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and Smith Photography agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, Smith Photography will not be held liable for any photographs not taken.

10. HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; Smith Photography will offer technical recommendations only.

11. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by Smith Photography are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without Smith Photography's explicit written permission. Upon final payment by THE CLIENT, limited copyright ownership of the resulting images will be transferred to THE CLIENT under the following conditions:

- The negatives and/or slides are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.
- THE CLIENT must obtain written permission from, and compensate Smith Photography prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

MODEL RELEASE: THE CLIENT hereby assigns and grants Smith Photography and its legal representatives 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 or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases Smith Photography and its legal representatives

and assigns from all claims and liability relating to said photographs. It is agreed that Smith Photography may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by Smith Photography.

EXCLUSIVITY: It is understood that Smith Photography will act as the sole and exclusive wedding photographer.

GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

Smith Photography will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

15. COMPLETION SCHEDULE: The printing process can only start once Smith Photography receives the order list for the required images. Digital processing takes approximately 3-5 weeks. Creation of a wedding album takes 6-10 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.

16. PAYMENTS: THE CLIENT agrees that 50% deposit is required at the time of contract acceptance and 100% of the remaining balance is due before THE CLIENTS' receipt of the final Images.

17. FINAL DELIVERY: Smith Photography will deliver the prints as requested and any additional material once printing is completed. Smith Photography will also deliver a disc with the high-resolution negatives of all selected images. In addition to this, Smith

Photography will include a disc with low-resolution digital negatives of all selected photographs.

18. METHOD OF REMUNERATION: Payment may be made in cash or deposited into the following bank account:

Name: Daniel Smith

Bank: ANZ

BSB: 012030

Account: 901558925

Alternatively go to <http://www.smithphotography.biz/payment/> to pay via credit card or PayPal.

PROOF OF PAYMENT WILL BE PROVIDED

19. PURCHASE OF DIGITAL NEGATIVES: If THE CLIENT desires an edited copy of the additional digital negatives (images not selected for the paid package) in high resolution, these images may be purchased at a specified cost and will be supplied on disc.

20. PENALTY FEES & CHARGES: There is a \$200.00 late payment fee for any payments that are not postmarked or delivered to Smith Photography by one month after the wedding date.

21. RIGHT OF WITHDRAWAL: Smith Photography's discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should Smith Photography initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, \$100.00 an hour is charged for all photography services already provided and \$50.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

22. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Smith Photography will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a 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 package.

Smith Photography takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond Smith Photography's control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. 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.

23. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, Smith Photography cannot place an unconditional guarantee on the above. Smith Photography will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of Smith Photography's control.

24. PERFORMANCE: The performance of this contract on behalf of Smith Photography shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

25. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

26. AMENDMENTS: This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and Smith Photography at the time of acceptance of this contract shall be recognised as amendments to this contract.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed _____ (CLIENT RESPONSIBLE FOR PAYMENT)

Name _____

Signed _____ (Witness)

Name _____

Date _____

Signed _____ (Bride)

Date _____

Signed _____ (Groom)

Date _____

Signed _____ (On behalf of Smith Photography)

Name _____

Date _____