

# Wedding Photography Contract

This contract is between the photographer and the client as detailed below.

The Photographer's name: *Michal Sarnowski – Visual Inspirations Photography*

Address:

The Client's name:

Address:

Contact telephone number:

## 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

The Coverage will be provided by the photographer as follows:

Wedding date:

Coverage to commence at:

Coverage to finish at:

Wedding location:

Other locations where coverage is required:

Product package included in the coverage:

Engagement shoot to be included:

Other elements included in the package:

Additional services (subject to additional payment):

The photographer cannot be held responsible for the lack of coverage caused by the bride, bridegroom or other members of the wedding party not being ready on time, nor by restrictions placed on the photographer by officials of the church, register office or licensed marriage venues. The photographer does not guarantee any specific picture nor to include any specific background, location, props, or arrangement, although every effort will be made to interpret the client's wishes. The photographer is limited by the guidelines of the ceremony official or 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. Visual Inspirations Photography will offer technical recommendations only.

#### **4. Payment Arrangements**

The client will pay the photographer a total fee of ..... subject to the following terms:

A.....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 6 weeks before the date of the wedding. Or otherwise agreed.

Cancellation less than 12 weeks 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.

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. This included orders included in the initial wedding package.

#### **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, Colour, Style and Composition**

All image sizes are approximate. The photographer will provide a pleasing colour balance but cannot guarantee exact colour matching. It is sometimes not possible to record the exact colour 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.

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.

## **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, trade marks, 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. Weather and/or Delays**

Weather permitting, the photographs will be taken as agreed. In the event of inclement weather, the photographer, in cooperation with the client, will make the necessary changes to the schedule and will do his best to produce coverage of the wedding within the time allocated to him.

## **12. Requested Photographs**

The photographer will honour requests for specific photographs subject to the following: weather and time permitting; availability and the cooperation of the person(s) concerned. All such requested photographs must form part of the client's final wedding order.

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: