

WIGHTPHOTOGRAHY WEDDING CONTRACT

Wedding Date and Time: _____

Bride's Name: _____

Phone: _____

Address: _____

email: _____

Groom's Name: _____

Phone: _____

Address: _____

email: _____

Time Photography Session Starts: _____ **Ends:** _____

Amount of Guests: _____

Other Photography Sessions agreed on: _____

Wedding Location: _____

Wedding Official and Contact Number: _____

: _____

Wedding Reception Location: _____

Wedding Reception Manager and Contact Number: _____

Bride's Dress-up Location: _____

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

Wedding Attire: describe bride, groom and wedding party attire

Photography fee agreed on: £_____ (plus applicable expenses as described in the contract). A deposit of (£100.00) is due when this agreement is signed, and the balance (£_____) is to be paid one week before the wedding date.

Additional Expenses: THE CLIENT is responsible for providing refreshments for the photographers when the full day package is booked (packed lunch or a meal)

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1. ENTIRE AGREEMENT: This agreement contains the entire understanding between "**Wightphotography**" 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, "**Wightphotography**" 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 £100 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 **One week before the wedding date.**

3. 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. If the wedding is canceled within 30 days then full payment will be due, and within 90 days 50% of the total package fee will be charged.

4. PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the wedding date in order to finalise the actual shooting times and locations.

5. 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).

6. 90 MINUTE WINDOW: The bride and/or groom agree 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, "**Wightphotography**" shall not be held liable for failure to take desired photographs.

7. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. "**Wightphotography**" 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 "**Wightphotography**". "**Wightphotography**" recommends that THE CLIENT designate an "event guide" (see **PRE-EVENT CONSULTATION** above) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

8. 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 "**Wightphotography**" 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, "**Wightphotography**" will not be held liable for any photographs not taken.

Should the Maximum 10hrs be exceeded but the agreed photography has not been finished then an extra 30minutes will be allowed for, if after the extra 30 minutes the photography is still not finished then each **30 minutes from the agreed 10hours will be charged at £35.00**

The 10 hours of photography time will start from arrival at the Makeup/Hair dressing venue and will be unbroken.

9. 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; "**Wightphotography**" will offer technical recommendations **only.**

10. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by "**Wightphotography**" are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without "**Wightphotography**"'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.

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- **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.

"**Wightphotography**" will not tolerate verbally or physically abusive behaviour, 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.

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

12. PAYMENTS: THE CLIENT agrees that £100 deposit is required at the time of contract acceptance and 100% of the remaining balance is due one week before the wedding date.

13. FINAL DELIVERY: "**Wightphotography**" will deliver the prints and any additional material once printing is completed. "**Wightphotography**" will also deliver a CD with the high resolution negatives of all usable images ready for printing, you have full printing rights for yourself and family/friends.

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

M K Wilkins 20-60-55 acc 53007669 Barclays Bank

PROOF OF PAYMENT TO BE PROVIDED ON REQUEST

15. RIGHT OF WITHDRAWAL: "**Wightphotography**"'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 "**Wightphotography**" 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, £50.00 an hour is charged for all photography services already provided and £20.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

16. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. "**Wightphotography**" 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.

"**Wightphotography**" 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 "**Wightphotography**" 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.

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17. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, "**Wightphotography**" cannot place an unconditional guarantee on the above. "**Wightphotography**" 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 "**Wightphotography**"'s control.

18. PERFORMANCE: The performance of this contract on behalf of "**Wightphotography**" 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.

29. 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.

20. 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 "**Wightphotography**" at the time of acceptance of this contract shall be recognised as amendments to this contract.

21. PROFESSIONAL IMAGE MANIPULATION: "**Wightphotography**" will allow for limited professional image manipulation (if technically possible) on any images of THE CLIENT'S choice. This includes opening of individual's eyes, red eye removal, de-ageing, removal of people and/or objects, insertion of missing people and/or objects, colour correction, special effects, portrait glamourisation etc. It is understood that if a technicality prevents "**Wightphotography**" from performing requested image manipulation, or if a technicality prevents the final result to meet THE CLIENT'S requirement, THE CLIENT will reside with the fact that "**Wightphotography**" has performed to its best ability with regard to the specific task and that "**Wightphotography**" has no further responsibility towards said image manipulation.

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

Signed _____ (CLIENT RESPONSIBLE FOR PAYMENT)

Signed _____ (on behalf of "YOUR COMPANY NAME HERE")

Date _____

www.wightphotography.com

Contact number 01983 524562

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