



PHOTOGRAPHY

www.westonphotography.net
38048 Acacia St., Fremont, CA 94536
510-299-2586 cell
510-792-6277 fax

WEDDING & EVENT PHOTOGRAPHY AGREEMENT

WEDDING & EVENT INFO

Wedding/Event Date: _____

Time Photography Starts: _____ Time Photography Ends: _____

Other shooting Dates and Times agreed on: _____

Emergency Contact Phone (day of event): _____

Wedding & Event Ceremony/Reception Location(s) (indicate indoor or outdoor):

Wedding/Event Theme: please specify traditional / formal / informal / casual etc.

Wedding/Event Attire: describe bride, groom and wedding party or other event attire

Other Considerations: color scheme, theme song, denomination, etc.

CLIENT INFO

Name(s): _____

Phone: _____ (hm) _____ (cell)

Fax : _____

Address: _____

Email(s): _____

PHOTOGRAPHY INFO

Photography fee agreed to: _____

A non-refundable deposit of 50% (\$_____) is due at the signing of this agreement, with the balance, \$_____ to be paid at on the date of the wedding.

Expenses: (The Client is financially responsible for all of the Photographer’s travel, accommodation, meal and transport costs at locations outside of the San Francisco Bay Area unless provided by the Client)

WEDDING/EVENT PACKAGE & SERVICES INCLUDED FOR THE FEE STATED ABOVE:

ENTIRE AGREEMENT: This agreement contains the entire understanding between *Weston Photography Digital Imaging* and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

RESERVATION: A signed contract and reservation fee are required to reserve the specified coverage.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation (in person, via e-mail, or by phone) two to three weeks before the event date in order to finalize the actual shooting times, locations, and CLIENT'S request list (in writing) for specific photographs. *Weston Photography Digital Imaging* suggests the client agree to set aside at least one hour of time that ends 1/2 an hour before the event commencement and a 30-minute time frame afterward for photographs that cannot be obtained during the wedding or event. If the bride's/groom's/client's late arrival prevents a full hour from occurring the photographer shall not be held liable for failure to take desired photographs.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. *Weston Photography Digital Imaging* recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the wedding or event that they wish to have photographed. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. *Weston Photography Digital Imaging* is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to *Weston Photography Digital Imaging*.

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. CLIENT and *Weston Photography Digital Imaging* agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.

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

FILM and COPYRIGHTS: *Until final payment* for services rendered is made, the photographs produced by *Weston Photography Digital Imaging* are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without *Weston Photography Digital Imaging's* explicitly 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 digital negatives are the property of CLIENT for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives.

The Client must obtain written permission from and compensate *Weston Photography Digital Imaging* prior to the CLIENT or its friends and relatives publishing or selling the photographs for profit.

EXHIBITION: Requests for specific photographs to be used by *Weston Photography Digital Imaging* may be requested at a future time. CLIENT grants *Weston Photography Digital Imaging* permission to display selected images resulting from this assignment as an example of *Weston Photography Digital Imaging* work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

MODEL RELEASE. The CLIENT hereby grants to *Weston Photography Digital Imaging* and its legal representatives and assigns, 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 and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases *Weston Photography Digital Imaging* and its legal representatives and assigns from all claims and liability relating to said photographs.

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill to photograph the event, *Weston Photography Digital Imaging* will make every effort to secure a replacement photographer. If the 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. *Weston Photography Digital Imaging* takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond *Weston Photography Digital Imaging's* control, *Weston Photography Digital Imaging* liability is limited to the return of all payments received for the event package. 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.

SECURITY DEPOSITS: In the event of cancellation, the security deposit paid is non-refundable. It shall be liquidated damages to *Weston Photography Digital Imaging* in the event of a breach of contract by CLIENT. The CLIENT shall also be responsible for payment for any *Weston Photography Digital Imaging* materials charges incurred up to time of cancellation.

COMPLETION SCHEDULE: Film developing, album, website, DVD, and CD creation takes approximately two weeks. Client must redeem product credit within 90 days of the wedding. After 90 days, *Weston Photography Digital Imaging* reserves the right to select images for prints, enlargements, albums, etc.

PAYMENT SCHEDULE: 50% due at time of signing of agreement. Balance payable in full at time of wedding/event.

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

Signed _____ (Client) Date _____

Signed _____ (Client) Date _____

Fax or mail the signed form back to *Weston Photography* to confirm your wedding/event photography.
Check payable to Weston Photography: 38048 Acacia St., Fremont, CA 94536, 510-299-2586 cell or 510-792-6277 fax