

WEDDING PHOTOGRAPHY CONTRACT

TABLE OF CONTENTS

Required Information	2
Wedding Photography Agreement	3
Expenses	3
Reservation	3
Pre-Event Consultation	3
Co-operation	3
Shooting Time / Additions	3
Venue Rules	4
Copyrights	4
Exhibition	4
Model Release	4
Limit of Liability	4
Reservation Fee	5
Completion Schedule	5
Payment Schedule	5
Signed Agreement	5



REQUIRED INFORMATION

The information below is required and must be filled in by the "Client" completely.

Wedding Date:

Wedding Location:

.....

Bride's Name:

Phone: Fax:

Address:

.....

E-mail:

Groom's Name:

Phone: Fax:

Address:

.....

E-mail:

WEDDING PHOTOGRAPHY AGREEMENT

This agreement contains the entire understanding between Peter Adams ("Photographer") and the undersigned ("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.

EXPENSES

The "Client" is responsible for all travel expenses as detailed on the website. Where a reception is also covered or if the venue is more than 60 minutes drive from the Perth CBD the "Client" is responsible for the costs of accommodation, meals, etc for the photographer.

RESERVATION

A signed contract and reservation fee are required to reserve the specified coverage. The fee paid is non-refundable if the wedding is cancelled for any reason. If a wedding is rescheduled for another date the Photographer cannot guarantee coverage.

PRE-EVENT CONSULTATION

The parties agree to a pre-event consultation at least four weeks before the event date in order to finalize the actual shooting times, locations, and "Client" request list (in writing) for specific photographs. The bride and groom agree to set aside at least half an hour after the ceremony for photographs that cannot be obtained during the wedding. If the bride's or the groom's late arrival prevents a full half hour from occurring the photographer shall not be held liable for failure to take desired photographs.

CO-OPERATION

The parties agree to cheerful co-operation and communication for the best possible result within the definition of this assignment. The "Photographer" recommends that the "Client" designate an "event guide" on the day to point out important individuals for informal or candid photographs to the photographer during the wedding 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 photograph's. The "Photographer" is not responsible if key individuals fail to appear or co-operate during photography sessions or for missed images due to details not revealed to the Photographer.

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 "Photographer" agree that cheerful cooperation and punctuality are therefore essential to that purpose and that shooting commences at the scheduled start time.

VENUE RULES

The "Photographer" is limited by the guidelines set out by 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 "Client's" responsibility; The "Photographer" will offer technical recommendations only.

COPYRIGHTS

Until final payment for services rendered is made, the photographs produced by the "Photographer" are protected by Federal Copyright Laws (all rights reserved) and may not be reproduced in any manner without the "Photographer's" 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:

1. The digital images and DVDs are the property of "Client" for personal use and for the purposes of reproduction and giving of photographs to friends and relatives.
2. The "Client" must obtain written permission from and compensate the "Photographer" prior to the "Client" or its friends and relatives publishing or selling the photographs for profit.

EXHIBITION

The "Client" grants the "Photographer" permission to display the images resulting from this assignment as an example of the "Photographer's" 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 the "Photographer" 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 the "Photographer" and its legal representatives and assigns from all claims and liability relating to the said photographs.

LIMIT OF LIABILITY

In the unlikely event that the photographer is injured or becomes too ill to photograph the event, the "Photographer" will make every effort to secure a replacement photographer.

If this 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. The "Client" agrees that a re-shoot is not possible nor is it possible to re-enact the wedding for the purposes of a re-shoot.

The "Photographer" 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 the "Photographer's" control, the "Photographer's" 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.

The return of monies paid under these circumstances may be made as instalments when the photographer is unable to repay the entire amount as a lump sum.

RESERVATION FEE

In the event of cancellation, the reservation fee paid is non-refundable. It shall be liquidated damages to the "Photographer" in the event of a breach of contract by the "Client". The "Client" shall also be responsible for payment of any material charges incurred up to the time of cancellation.

COMPLETION SCHEDULE

Photograph processing and the creation of the proof book takes approximately six weeks. Every effort will be made to ensure that the finished product is available prior to the time limit, however where circumstances beyond the "Photographer's" control prevent early availability or cause a delay past six weeks the photographer will not be held accountable. The delivery schedule for the finished wedding book will depend entirely on the time taken by the "Client" to advise of changes and make the final approval of the proof wedding book.

PAYMENT SCHEDULE

The wedding package costs \$3000.00 (Inc GST). I require a \$500.00 non-refundable deposit to be paid at the time of booking / signing this contract which will secure your date. The remaining balance for the wedding package (\$2500.00) plus any expenses is then due to be paid in full at least two weeks prior to the proposed wedding date by cash or direct deposit.

SIGNED AGREEMENT

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

Signed: ("Client")

Date:

If there is any part of this agreement that you do not understand please call me on 0428 168 625 and I will be more than happy to explain it to you.

I look forward to working with you

PETER ADAMS

MEMORIES OF TOMORROW PHOTOGRAPHY