



Weddings by Woodbury

1229 Carlton Court

Salt Lake City, UT 84123

www.weddingsbywoodbury.com

801.860-5674

Photography Contract

Bride's Name: _____
Phone: _____ Fax: _____
Address: _____
email: _____

Groom's Name: _____
Phone: _____ Fax: _____
Address: _____
email: _____

Event Contact (if different from Bride): _____
Contact Number: _____

Engagement Location: _____
Date and Time: _____

Bridal Location: _____
Date and Time: _____

Wedding Location: _____
Date and Time: _____

Reception Location: _____
Date and Time: _____

Bride's Dressing Location: _____
Date and Time: _____

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

Wedding Attire: describe bride, groom and wedding party attire

Photography fee agreed upon: \$_____ (plus applicable expenses as described in the contract). A deposit of 20% (\$_____) is due when this agreement is signed, and the balance (\$_____) is to be paid on the date of delivery of photograph disks.

Travel Expenses: 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:

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between Weddings by Woodbury 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 is signed by all the relevant parties.

2. RESERVATION: Upon your signature, Weddings by Woodbury will reserve the time and date(s) 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 on delivery of the sample CD.

3. SAMPLE CD DELIVERY: After the wedding, Weddings by Woodbury will provide THE CLIENT with a watermarked low resolution Sample CD. This Sample CD will contain all photographs (in both color and black and white) taken at the event. THE CLIENT should as soon as possible provide Weddings by Woodbury with a list of desired images to be printed, enlarged and/or digitally manipulated. The list should specify which images should be in color, black and white or sepia. Printing of photographs cannot commence prior to Weddings by Woodbury's receipt of this list. THE CLIENT agrees if the balance is not paid on initial sample CD delivery, Weddings by Woodbury will NOT make a final delivery of selected prints, incurring no liability to Weddings by Woodbury 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. Weddings by Woodbury agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT if cancellation is more than 48 hours in advance of the wedding date. Cancellation within 48 hours forfeits all moneys.

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

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 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, Weddings by Woodbury 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. Weddings by Woodbury 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 Weddings by Woodbury. Weddings by Woodbury 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.

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 Weddings by Woodbury 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, Weddings by Woodbury 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; Weddings by Woodbury will offer technical recommendations only.

11. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by Weddings by Woodbury are protected by Copyright Law (all rights reserved). Upon final payment by THE CLIENT, shared copyright ownership of the resulting images will be transferred to THE CLIENT.

- 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 Weddings by Woodbury 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 Weddings by Woodbury 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 Weddings by Woodbury and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Weddings by Woodbury 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 Weddings by Woodbury.

GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) if not handled by Weddings by Woodbury 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.

Weddings by Woodbury 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 Weddings by Woodbury receives the order list for the required images. Digital processing takes approximately 2 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 20% deposit is required at the time of contract acceptance and 100% of the remaining balance is due on THE CLIENTS' receipt of the Photo CD.

17. FINAL DELIVERY: Weddings by Woodbury will deliver the prints and any additional material once printing is completed. Weddings by Woodbury will also deliver a DVD with the high resolution negatives of all images. In addition to this, Weddings by Woodbury will include a CD with low resolution digital negatives of all photographs. High resolution prints of these images may be ordered from Weddings by Woodbury at the specified rates.

18. METHOD OF REMUNERATION: Payment may be made in cash, check, or credit card.

19. PENALTY FEES & CHARGES: There is a \$100.00 late payment fee for any payments that are not postmarked or received by Weddings by Woodbury on or before the required date.

20. RIGHT OF WITHDRAWAL: Weddings by Woodbury'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 Weddings by Woodbury 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.

21. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Weddings by Woodbury 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 cost. 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.

Weddings by Woodbury 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 Weddings by Woodbury 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.

22. NON-GUARANTEES: Although every possible care will be taken to produce photographs of all important and special events during the wedding, Weddings by Woodbury cannot place an unconditional guarantee on the above. Weddings by Woodbury 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 Weddings by Woodbury's control.

23. PERFORMANCE: The performance of this contract on behalf of Weddings by Woodbury 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.

24. 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.

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

26. PROFESSIONAL IMAGE MANIPULATION: Weddings by Woodbury will allow for limited professional image manipulation (if technically possible) on any image of THE CLIENT'S choice. This includes red eye removal, removal of people and/or objects, color correction, special effects, portrait glamorization etc. It is understood that if a technicality prevents Weddings by Woodbury 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 Weddings by Woodbury has performed to its best ability with regard to the specific task and that Weddings by Woodbury 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 _____ (Witness)

Signed _____ (on behalf of Weddings by Woodbury)

Date _____

Location _____