

WEDDING DATE: _____

Wedding Photography Agreement

Print TWO copies; fill in the following information, read and initial pages 1-3, sign page 4, and return. Both bride and groom must sign. The photographer is not responsible for mistakes due to missing or incorrect information.

Bride's name: _____

Mailing Address: _____

Email: _____ Cell phone number: _____

Groom's name: _____

Mailing Address: _____

Email: _____ Cell phone number: _____

Ceremony Start time: _____

Name of Venue: _____

Address: _____

Reception Start time: _____

Name of Venue: _____

Address: _____

Coverage and Package Details:

Agreement/Jurisdiction: The person(s) whose signature(s) appear on this contract, known as "Client", agree that CHRIS WORDSMAN, known as "Photographer", shall provide services to photograph their wedding and related events to the best of his abilities, in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties. The laws of the State of Florida shall govern this contract, and any resulting arbitration shall take place within Orange County, Florida. Client assumes responsibility for all collection costs and legal fees incurred by Photographer should enforcement of this contract become necessary. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

Retainer and Payment: Client shall reserve the time and date of services by signing and returning this contract along with a non-refundable, non-transferable reservation retainer fee of 20%. No date is reserved until the contract and retainer are received. **The balance due for the photography services must be paid in full no less than 30 days before the event date. A LATE FEE OF \$50 will be imposed if full payment is not received on the scheduled due date.** In the event Client fails to remit payment as specified, the Photographer shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend this event. Returned checks will be assessed a \$50 non-sufficient funds fee, and all future purchases/payments must be paid by Cashier's Check, or Cash. The retainer fee shall be applied to the photography fee total.

Cancellation: If for any reason Client cancels this contract before the wedding date, **Photographer will keep the retainer.** Cancellation must be made in writing, signed by client, and sent via Certified Mail by the United States Post Service to 478 E. Altamonte Dr. Suite 108-320, Altamonte Springs, FL 32701. If Client fails to supply written cancellation as specified before the wedding date or cancels within 30 days of the wedding date, Client will be held accountable to pay the full balance due.

Reschedule: In the event that Client reschedules the wedding and Photographer is able to rebook the original wedding date, Client will receive credit for all monies already paid. A new contract may be required. The new package price will reflect pricing in effect when the date change occurs. In the event that Client reschedules the wedding and Photographer is not able to rebook the original wedding date, Client forfeits the retainer but will receive a credit for all other monies paid. Credit may be applied to wedding coverage within one year of original date provided Photographer is available.

Liability: If Photographer or his agent is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness, or technical problems, and if he cannot provide another competent professional, all money received by Photographer, minus expenses, will be returned to Client, and Photographer shall have no further liability with respect to this agreement. Liability for a partial loss of photographs shall be pro-rated based on the percentage of total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total monies paid by Client under this Agreement during the time preceding the date on which such liability arises.

Photo Discs: Upon receipt of a photo DVD, Client accepts all responsibility for archiving and protecting the photographs. **Photographer does not permanently archive image files. Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required. If possible, archived disc retrieval is \$100 per disc. If your DVD set includes 3 discs, then \$300 would be the recovery fee. Please Do Not Lose Your Photo Discs!**

Client to provide: Client will provide a vendor meal for the photographers, videographers, and his assistants as applicable to the services requested. It is important for the photographers be feed at or nearly the same time as the bride and groom are eating, so no reception coverage will be missed.

Pricing: Services or merchandise not included in this initial contract will be sold at current price when an order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from Photographer. All print/album credits and sessions must be used within 1 year of web gallery posting or photographer may substitute a product of reasonable value to fulfill any outstanding credit balance.

Responsibilities: Unless agreed upon in advance, CHRIS WORDSMAN and or ADRIANNE WORDSMAN shall be the exclusive photographer retained for the event. Photographer will bring one assistant at his discretion. Videographers and other vendors as well as **semiprofessional photographers must not obstruct or interfere with the official photography. Wedding guests may take photos, but it is the responsibility of Client to prevent family and friends from interfering with Photographer's duties.** Photographer is not responsible for compromised coverage due to causes beyond his control such as other people's camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage. **Client agrees to confirm the schedule one-week prior to the event.** Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation. **Photographer will deliver photo DVD or post online gallery 4-6 weeks after the wedding date.** DVD delivery may be delayed if further processing and editing requests are made after posting of the private gallery.

Coverage: Photographer will provide coverage for the dates, locations and continuous hours specified in this Agreement. Additional travel or coverage hours may be added by agreement on the wedding day and must be paid in full before any photos or products are released to the Client. **Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised.** Any lists supplied will be used for organizational purposes only. Images determined by the photographer to be substandard or duplicated may be edited out. The Photographer will use his professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to Client.

Image Processing/Printing: Unless agreed upon prior to any editing work, high-resolution discs and/or proof sets may contain a mixture of color, black and white, and selective color images. An alternately colored version of a photo may be purchased at the current rate. **Limited color correction and/or retouching are included at Photographer's discretion. Client may request further changes or enhancements for an additional charge at \$5.00 per photo.** Photographer is not responsible for any prints that are not ordered directly from him. **For best results, clients with the high-resolution files should order their prints through a reputable lab. (Not a Walgreens or CVS etc.)**

Model Release: This contract serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of CHRIS WORDSMAN. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.

Watermarked Images Folder: This folder will contain watermarked images useful for social media and website posting. Please utilize this image folder when posting your photos online. The files are smaller and easier to transfer than the full resolution images. The images will contain a small watermark in the lower left corner to let viewers know who created the photo. We only ask that you share these watermarked files online as a courtesy to your photographer. It is your choice to share watermarked images or not, you can also post the non-watermarked images as well.

Copyright: All photographs taken by CHRIS WORDSMAN or ADRIANNE WORDSMAN are his/her property, will remain his/her property and are protected by United States Copyright Laws (USC Title 17). Client hereby waives any claims for ownership, income, editorial control and use of the images. Violators of this federal law will be subject to its civil and criminal penalties.

Reproduction: If high resolution digital files are purchased, a PDF release will be supplied with those files. The release grants Client the right to reproduce the images provided for their personal use only and does not allow the photos to be sold or published for profit.



NOTES _____

Taxable Coverage Price	
Travel	
Other Charges	
Subtotal	
Sales Tax %	
Grand Total Due	
Retainer Due	
Balance Due	



I have read, understand and agree to the terms and conditions of this Agreement. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Photographer: _____ Date: _____

Photographer: _____ Date: _____

Client: _____ Date: _____

Client: _____ Date: _____