



David Baird
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Wedding Photography Agreement

Bride's name: _____

address: _____

email: _____ phone #: _____ cell: _____

Groom's name: _____

address: _____

email: _____ phone #: _____ cell: _____

Ceremony time and date: _____

name of venue: _____

address: _____

Reception time and date: _____

name of venue: _____

address: _____

Photography Coverage Summary and Cost :

(substitutions may be made if a product becomes unavailable and wedding checklist supplied needs to be submitted to the photographer)

<u>Description of Service</u>	<u>Cost</u>	<u>Total</u>
Package "A" Cost (see details below)	\$600.00	
Package "B" Cost (see details below)	\$1,050.00	
Package "C" Cost (see details below)	\$1,600.00	
Online Web Album for 3 months from wedding day (password protected)	\$150.00	
Bride Preparation	\$150.00	
Groom Preparation	\$150.00	
Additional Services Requested (see details on page 4)		
	Sales Tax (6.5%)	
	Total Wedding Photography Cost	
	Deposit Amount (25%)	
	Balance due before ____/____/____	

Agreement/Jurisdiction: The person(s) whose signature(s) appear on this agreement, known as "Client", agree that TCStills, known as "Photographer", shall provide services to photograph their wedding and related events to the best of their abilities, in the manner described in this agreement. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. The laws of the State of Florida shall govern this agreement and any resulting arbitration shall take place within St. Lucie County. 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 equal to 25% of the total photography fee. 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 7 days before the event 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 \$30 non-sufficient funds fee, and all future purchases/payments must be paid by Cashiers Check or PayPal. Unless the contract is canceled, 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 the contracted party, and sent via Certified Mail by the United States Post Office. If Client fails to supply written cancellation as specified before the wedding date or cancels within 30 days of the wedding date, Client shall be required 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 their employee 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 she 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. This limitation of liability also applies to any loss/damage of photographs or failure to deliver photographs for any reason. 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.

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.

Responsibilities: Unless agreed upon in advance, TCStills shall be the exclusive photographer retained for the event. Photographer may bring one assistant at their discretion. Videographers and other vendors as well as semiprofessional photographers must not obstruct or interfere with the official photography and are not allowed to take any still photos during formal sessions. 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 their 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 and to send the Photographer a copy of the invitation prior to the wedding. 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 e-mail for documentation. If an e-mail is sent, confirmation of receipt must be obtained.

Harassment: Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by Photographer shall be the responsibility of Client. In the event Photographer or their employee(s) experience any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the wedding or other associated event then the following process shall be followed: first and second offense: a verbal warning will be issued to a family member of the Client; third offense: the offending person will be required to leave the wedding or event; fourth offense: Photographer will end wedding coverage immediately and leave the event, Photographer shall be entitled to retain all monies paid hereunder and Client agrees to relieve and hold Photographer harmless as a result of incomplete wedding or event photography coverage.

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 her 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 & 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 for on specific photos for additional charges at the current rate. Photographer is not responsible for any prints that are not ordered directly from TCStills. For best results, Clients with the high-resolution files should order their prints through directly from TCStills or a reputable lab.

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 TCStills. 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.

Copyright: All photographs taken by TCStills are the property of TCStills and will remain the property of TCStills 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: Client agrees to purchase prints directly from TCStills unless in possession of high resolution digital files in which case they may seek their own reproduction provider. Client agrees not to scan, copy or reproduce images in any manner without written permission. Should Photographer become aware of reproduction of low resolution images without permission, Client will remit a usage fee of \$100 per image, per usage to Photographer. If high resolution digital files are purchased, then this agreement serves as TCStills release to the Client. The release grants Client the right to reproduce the images provided for their personal use only and does not allow the photos to be altered, sold or published. Client further agrees not to supply images to any third parties (including vendors associated with the wedding or album designers).

Package Descriptions:

Package A - Up to 5 hours with your photographer - A custom labeled DVD with all of the high resolution photos of your event (400-700 photos average). These photos are untouched and not cropped.

Package B - Add 1 - Photo Album with approximately 200 4 x 6 photos (our selection), 1 - 13 x 16 print, 2 - 8 x 10 prints, 4 - 5 x 7 prints to "**Package A**"

Package C - Add 1 - Photo Album with approximately 200 4 x 6 photos (our selection), 1 - 40 page Bound Coffee Table Book, 2 - 13 x 16 prints, 4 - 8 x 10 prints, 8 - 5 x 7 prints to "**Package A**".

On-Line Wedding Album - TCStills will provide a password protected area on the TCStills website that will display all photos taken during the event for a period of 3 months. These photos will be for sale at a standard rate of \$15.00 per sheet (1 - 8" X 10" photo or 2 - 5" X 7" of the same image on a page) plus shipping and tax. Proceeds of the sale of these photographs will be handled through PayPal and at the end of the duration of the web-album remuneration at 15% of sales will be made to the Bride and Groom.

