

WEDDING PHOTOGRAPHY

David Paul Murray

www.theamericanphotographer.com

CONTRACT

Wedding Date and Time: _____

Bride's Name: _____

Phone: _____ **Fax:** _____

Address: _____

email: _____

Groom's Name: _____

Phone: _____ **Fax:** _____

Address: _____

email: _____

Time Photography Session Starts: _____ **Ends:** _____

Amount of Guests: _____

Other Photography Sessions agreed on: _____

Wedding Chapel Location: _____

Wedding Official and Contact Number: _____

Wedding Reception Location: _____

Wedding Reception Manager and Contact Number: _____

Bride's Dress-up Location: _____

Photography fee agreed on: _____ (plus applicable expenses as described in the contract). A nonrefundable deposit of \$150 is due when this agreement is signed, a 50% deposit is required within 60 days of the event and the remaining balance is to be paid on the date of the event before services are rendered.

Additional 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 DAVID PAUL MURRAY 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 providing the document is signed by all the relevant parties.

2. RESERVATION: Upon your signature, DAVID PAUL MURRAY will reserve the time and date 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.

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. "YOUR COMPANY NAME HERE" agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT.

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, "YOUR COMPANY NAME HERE" 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. "YOUR COMPANY NAME HERE" 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 "YOUR COMPANY NAME HERE". "YOUR COMPANY NAME HERE" 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 "YOUR COMPANY NAME HERE" 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, "YOUR COMPANY NAME HERE" 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; "YOUR COMPANY NAME HERE" will offer technical recommendations only. Please note, many churches or officiants will not allow flash photography or photography at all during the ceremony. If this is the case the photographer is not liable for pictures not captured.

11. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by DAVID PAUL MURRAY are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without DAVID PAUL MURRAY 's explicit 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 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 DAVID PAUL MURRAY 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 DAVID PAUL MURRAY and its legal representatives the irrevocable and restricted 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; It is agreed that DAVID PAUL MURRAY 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 by DAVID PAUL MURRAY with permission of the people in said images.

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•**EXCLUSIVITY / GUEST PHOTOGRAPHY:**

•**I do allow photography by guest of the wedding, but please note, any photographs ruined by guest flash are not fault of the photographers and I cannot be held responsible for photographs ruined by guests flashes.**

•**The following is just liability coverage.**

It is understood that DAVID PAUL MURRAY will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by DAVID PAUL MURRAY , THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography should not interrupt the professional photographer are in session. DAVID PAUL MURRAY suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of "YOUR COMPANY NAME HERE" to capture the formal wedding portraits. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography cannot be permitted. DAVID PAUL MURRAY will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar during the time DAVID PAUL MURRAY equipment is being packed up. In return for this consideration DAVID PAUL MURRAY insists no other guest photography take place when or where DAVID PAUL MURRAY is working.

•GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) 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.

DAVID PAUL MURRAY will not tolerate verbally or physically abusive behavior. 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: Upon uploading to my website you have an unlimited amount of time to view and or purchase any photographs you desire. CD of all prints and any included prints with photography package will be provided within 30days.

16.PAYMENTS:THE CLIENT agrees that \$150 deposit is required at the time of contract acceptance and 50% of the remaining balance is due within 60 days of event, the remaining balance will be paid prior to services being started the day of the event.

17.FINAL DELIVERY: DAVID PAUL MURRAY will deliver the prints and any additional material once printing is completed. DAVID PAUL MURRAY will also deliver a CD with the high resolution negatives of all selected printed images. In addition to this, DAVID PAUL MURRAY will include a CD with low resolution digital negatives of all photographs not selected for printing. High resolution prints of these images can be ordered from DAVID PAUL MURRAY at the specified tariffs. High Resolution negatives of any additional images ordered will also be provided.

18.METHOD OF PAYMENT:Payment may be made in cash, check, paypal, or Credit Card, Paypal or Credit Card, add a 4% fee.

21.RIGHT OF WITHDRAWAL: DAVID PAUL MURRAY '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 DAVID PAUL MURRAY 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, R100.00 an hour is charged for all photography services already provided and R50.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

22.LIMIT OF LIABILITY:In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. DAVID PAUL MURRAY 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 tariff. 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.

DAVID PAUL MURRAY 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 DAVID PAUL MURRAY 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.

23. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, DAVID PAUL MURRAY cannot place an unconditional guarantee on the above. DAVID PAUL MURRAY 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 outside of DAVID PAUL MURRAY's control.

24. PERFORMANCE: The performance of this contract on behalf of DAVID PAUL MURRAY 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.

25. 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.

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

28. PROFESSIONAL IMAGE MANIPULATION: DAVID PAUL MURRAY will allow for limited professional image manipulation (if technically possible) on any _____ images of THE CLIENT'S choice. This includes opening of individual's eyes, red eye removal, de-ageing, removal of people and/or objects, insertion of missing people and/or objects, colour correction, special effects, portrait glamourisation etc. It is understood that if a technicality prevents "YOUR COMPANY NAME HERE" 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 DAVID PAUL MURRAY has performed to its best ability with regard to the specific task and that DAVID PAUL MURRAY 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 David Paul Murray)

Date _____

Location _____