

WEDDING PHOTOGRAPHY CONTRACT

1. **THE PARTIES.** This Service Contract (the "Agreement") made on _____ (mm/dd/yyyy) (the "Effective Date") is by and between:

Photographer: _____, with a mailing address of _____ (the "Photographer"), and

Client (Bride/Groom): _____, with a mailing address of _____ (the "Client").

Client (Bride/Groom): _____, with a mailing address of _____ (the "Client").

The Photographer and the Client are each referred to as a "Party" and, collectively, as the "Parties."

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the Client hires the Photographer to work under the terms and conditions hereby agreed upon by the Parties:

2. **TERM.** The term of this Agreement shall commence on _____ (mm/dd/yyyy) and terminate: (check one)

- On the date of _____ (mm/dd/yyyy).

- Upon completion of the Services performed.

- Other: _____.

3. **WEDDING INFORMATION.** The wedding will take place on _____ (mm/dd/yyyy).

The Photographer agrees to appear at the following: (check all that apply)

- **First Prep Location:** Arrival Time: _____ Departure Time _____

Address: _____

- **Second Prep Location:** Arrival Time: _____ Departure Time _____

Address: _____

- **Ceremony:** Arrival Time: _____ Departure Time _____

Address: _____

- **Reception:** Arrival Time: _____ Departure Time _____

Address: _____

Hereinafter known as the "Wedding."

In cases where the Wedding does not adhere to the schedule, the Photographer will make every effort to compensate to make the best of the given circumstances but cannot guarantee that the quality of the work produced would be as high as it otherwise would be, absent the scheduling delays, disruptions, and changes.

4. SERVICES. The Photographer agrees to provide the following:

Hereinafter known as the "Services."

The Photographer guarantees that they shall perform the Services in compliance with the policies, standards, and regulations of the Client, including local, state, and federal laws, and to the best of their abilities.

5. PAYMENT AMOUNT. The Client agrees to pay the Photographer the following compensation for the Services performed under this Agreement:
(check all that apply)

- Per Hour. \$ _____ / hour. Overtime will be charged at a rate of \$ _____ / hour.
- Per Job. \$ _____ for the completion of the Services.
- Other: _____.

Hereinafter known as the "Compensation."

6. PAYMENT METHOD. The Client shall pay the Compensation: (check one)

- Upon completion of the Services performed.
- Upon the Client receiving an invoice from the Photographer.
- Other: _____

7. RETAINER. The Client is: (check one)

- REQUIRED to pay a Retainer in the amount of \$ _____ to the Photographer as an advance on future Services to be provided (the "Retainer"). The Retainer is non-refundable.
- NOT REQUIRED to pay a Retainer before the Photographer is able to provide Services.

8. CLIENT CANCELLATION. The Client may cancel this Agreement up to _____ days prior to the Wedding. To do so, the Client must send a written cancellation notice via email or certified mail. By doing so, the Client will forfeit any Retainer given. Client agrees to pay the full amount for the Services should they cancel the Agreement within _____ days of the wedding.

9. RESCHEDULING. The Client may reschedule the date of the Wedding no later than _____ days prior to the Wedding with the Photographer's written approval. Should the Photographer be unable to accommodate the new date, the Client shall forfeit their Retainer.

- A MEAL. The Client will offer the Photographer a meal where the Wedding is taking place in accordance with the menu options provided. Said meal shall be provided by the Client, free of charge, as part of this Agreement.

- NO MEALS. The Client will not offer a meal to the Photographer.

12. GRANT OF RIGHTS. (check one)

- Client is and shall be the sole and exclusive owner of all right, title, and interest in and to the results and proceeds of the Services (which include the photographs) (collectively, the "Works"), including all copyrights and other intellectual property rights therein (including all extensions and renewals thereof, all reversion rights therein, and the right to register and sue to enforce such copyrights against alleged and actual infringers) and all exploitation and allied, ancillary, and subsidiary rights therein (including the right to exploit the Works, in perpetuity, throughout the universe, in any and all media and by any and all technologies and means of delivery whether now or hereafter known or devised). In furtherance of the foregoing, Photographer agrees that the Works are works made for hire for Client as defined in Section 101 of the Copyright Act of 1976. Client hereby grants Photographer a limited license to use the Photographs for:

_____.

OR

- Photographer hereby grants to Client and its affiliates, and each of their respective direct and indirect licensees, successors, and assigns, an exclusive perpetual, irrevocable, freely transferable and sublicensable, fully paid-up and royalty-free right and license to use the results and proceeds of the Services (which include the Photographs) (the "Works"), including all copyrights and other intellectual property rights therein (including all extensions and renewals thereof, all reversion rights therein, and the right to register and sue to enforce such copyrights against alleged and actual infringers) and all exploitation and allied, ancillary, and subsidiary rights therein (including the right to exploit the Works, in perpetuity, throughout the universe, in any and all media and by any and all technologies and means of delivery whether now or hereafter known or devised). Photographer owns and retains all right, title, and interest in and to the Photographs, subject to the license herein.

13. ATTRIBUTION. Client shall provide Photographer with the following source attribution for each Photograph in connection with any publication of such Photograph, if and when deemed reasonably necessary by the Parties:

Attribution: _____.

Placement: _____.

14. SUBSTITUTION. The Photographer may substitute another equally skilled photographer in the case of illness or scheduling conflicts. The Client will be given notice as soon as possible in such a circumstance.

- 15. LIABILITY.** If the Photographer is unable to perform the services described in Section 4 due to any cause outside of their control, such as fire, flood, casualty, act of God, illness, or any other reasonable cause outside of the Photographer's control or expectation, the Client agrees to indemnify the Photographer for any loss, damage, or liability; however, the Photographer will return all payments made by the Client in relation to the services. The Client agrees to indemnify and hold harmless the Photographer for any liability, damage, or loss related to technological failure.
- 16. RESPONSIBILITIES.** It is understood that the Photographer shall be the exclusive photographer retained for the event. The Photographer may bring assistants and additional photographers at their discretion. The Client is responsible for preventing family and friends from interfering with the Photographer's duties. The 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. The Photographer is not responsible for wardrobe malfunctions or the Client's physical appearance. The Photographer reserves the right to refuse to take equipment out in the rain/snow and in or near water. The Photographer is not responsible for any damage or injuries that may be sustained during the Wedding. The Photographer is not responsible for existing backgrounds or poor lighting conditions (which may negatively impact or restrict the photography coverage). Notification of any changes in schedule or location must be made in a timely manner.
- 17. RETURN OF PROPERTY.** Upon termination of this Agreement, all property provided by the Client must be returned by the Photographer. Failure to do so may result in a delay in any final payment made by the Client.
- 18. INDEMNIFICATION.** Indemnification. Photographer shall indemnify, defend, and hold harmless Client and its affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to: (a) bodily injury, death of any person, or damage to real or personal property resulting from Photographer's acts or omissions; or (b) any breach or alleged breach by Photographer of its representations, warranties, or other obligations hereunder.
- 19. TAXES.** The Photographer shall pay and be solely responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Photographer hereunder. Any such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the Services are for the Photographer's account, and the Photographer hereby agrees to pay such taxes. Further, the Photographer is solely responsible for the withholding of income taxes of the Photographer's personnel, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits thereof.
- 20. INDEPENDENT CONTRACTOR STATUS.** The Photographer, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Photographer or their employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Photographer agrees and represents that:

- a) The Photographer has the right to perform Services for others during the term of this Agreement;
- b) The Photographer has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed;
- c) The Photographer shall select the routes taken, starting and ending times, days of work, and the order in which work will be performed;
- d) The Photographer has the right to hire assistants as subcontractors or to use employees to provide the Services under this Agreement;
- e) Neither the Photographer nor the Photographer's employees or personnel shall be required to wear any uniforms provided by the Client;
- f) The Services required by this Agreement shall be performed by the Photographer or the Photographer's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Photographer;
- g) Neither the Photographer nor the Photographer's employees or personnel shall receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and
- h) Neither the Photographer nor the Photographer's employees or personnel shall be required by the Client to devote full time to the performance of the Services required by this Agreement.

21. SAFETY. The Photographer shall be solely responsible for protecting its employees, sub-contractors, material suppliers, and all other persons from risk of death, injury, or bodily harm arising from or in any way related to the Services or the site where Services are being performed (the "Work Site"). In addition, Photographer agrees to act in accordance with the rules and regulations administered by federal law and OSHA. The Photographer shall be solely responsible and liable for any penalties, fines, or fees incurred.

22. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Photographer or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Photographer or Client.

23. DEFAULT. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, claims identified in Section 19 and as otherwise permitted by this Agreement or by law.

24. NO WAIVER. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

25. GOVERNING LAW. This Agreement shall be governed under the laws in the State of _____.

26. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court administers that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

27. ADDITIONAL TERMS AND CONDITIONS.

28. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

IN WITNESS WHEREOF, the Parties have signed and duly executed this Agreement on the dates identified below.

Client's Signature: _____ Date: _____
Print Name _____

Client's Signature: _____ Date: _____
Print Name _____

Photographer's Signature: _____ Date: _____
Print Name _____