

Couture

BRIDAL PHOTOGRAPHY

CoutureBridalPhoto@gmail.com 954-399-0741

Local and Destination Wedding Photography Contract

Source: _____

THIS AGREEMENT/CONTRACT made effective on (Date) _____, by and between Alfredo Valentine DBA Couture Bridal Photography, (hereinafter the "photographer") and

(Client Name) _____, (hereinafter the "Client") with respect to "The Photographer's" provision of photographic goods and services at the wedding to take place on

(Event Date) _____ as defined herein.

1. Description of Services - The parties agree that The Photographer(s) will furnish photographic services and products as specified in Exhibit A of this contract.

2. Compensation and Fees - Total amount due is _____ (including Florida State Tax and travel expenses if applicable as described in Exhibit B of this Agreement). **A retainer is due at the signing of this Agreement by which the "Photographer" reserves the date and time agreed upon. The balance is to be paid two (2) weeks before the wedding date as described in Exhibit A of this Agreement.**

Interest at the rate of one percent (1%) per month shall be computed, compounded, and added to any balance owed by Client which remains unpaid more than thirty (30) days after its due date.

For event locations beyond the Miami, Broward, and Palm Beach, the Client is responsible for all reasonable expenses as described in Exhibit B "Travel and Lodging Addendum", including, but not limited to travel, accommodation, and meals incurred by Photographer in carrying out this Agreement. **On signing of this Agreement by both parties hereto, the Photographer will reserve the time agreed upon and will not make another reservation for the specific time frame. All prices and payments are to be in US Dollars.**

3. Termination by Client.- Client may terminate this agreement if written notice of such termination is given to the Photographer prior to the Wedding/ Event Date. In such a case, any retainer collected hereunder shall be refunded to Client only, if Photographer can rebook the Wedding Date at equal or greater value. If Client terminates this agreement, and the Photographer cannot rebook the Wedding/ Event Date, at equal or greater value, Photographer shall retain Client's retainer as liquidated damages. In the event that Client shall have failed to pay the Photographer the balance of the Package Fee due within fourteen (14) days of the Wedding/ Event Date, the Photographer may, at his election, treat this agreement as if terminated by Client and relieved from all its obligations to the Client under this Agreement. In such a case, the Photographer shall retain Client's retainer as liquidated damages.

4. Termination by Photographer.- The Photographer may terminate this agreement at any time by returning Client's retainer and giving written notice of such termination to Client. In such a case, the Photographer shall have no further liability to Client with respect to this agreement.

5. Substitutions.- If specific photographer staffing is stipulated by name herein, and in the unlikely event of personal illness or other circumstance beyond control of the Photographer which precludes said photographer from performing the duties of coverage, subject to acceptance by Client prior to the event, the Photographer will arrange for a substitute photographer (or photographers) of equal qualifications. If Client does not accept substitution offer, Client may elect instead to terminate agreement.

6. Exclusivity.- There are to be no other professional photographers, or photographers building portfolios taking photos at any of the scheduled events for which the Photographer has been hired. Client acknowledges that The Photographer requires and retains discretion as to how its services shall be provided (e.g. choice of poses, lighting, lenses, etc.)

Invited guests may photograph the Wedding/ Event provided they are not doing so for profit, they do not interfere with The Photographer's performance of services, and provided they do not photograph poses arranged by The Photographer.

7. Permissions to Photograph/House Rules.- Photographer is limited by the rules and guidelines of the ceremony and reception venue where the event will be held. Further, Photographer will comply with all local, state, federal and/or countries' laws, when applicable.

Will be the sole responsibility of the Client to secure any and all permits required by the church, synagogue or any other venue where the wedding will take place for the Photographer to photograph the events.

Further, the Client shall insure the placement of the bridal party, the officiant(s) and the altar decorations so as to not obscure the view of the bride and groom.

Many cities, counties, state agencies and private venues/businesses are charging a photography permit fee. The Client is responsible for the payment of such fee. In the event Client fail or refuse to pay for any such permit fee despite having been informed that such fee is required, Client is responsible for any and all related costs or fines if applicable, and Photographer will not be held liable if he/she is not allow to shoot the event.

The Client agrees to pay all deposits, retainers and/or fees associated with doing a photo shoot at a specific location, event or venue.

8. Artistic Style.- On its own behalf, and on behalf of the subject: Client acknowledges that it is familiar with the Photographer's portfolio and is requesting Services with knowledge of the Photographer's style; that Photographer's work is constantly evolving; that Photographer's services are of unique and artistic nature; that the photos may be different from photographs taken by the Photographer in the past; and that in creating the photos, the Photographer shall use his personal artistic judgment to create images consistent with his personal vision of the wedding and other contracted event(s), which vision may be different from the Client's and /or the Subject's vision of the wedding and other contracted event(s). Accordingly, Client acknowledges that the Photos shall not be subject to rejection on the basis of taste or esthetic criteria.

9. Limitation of Liability.- In the event that the Photographer cannot perform this Agreement in whole or in part due to strike, fire or other casualty, act of God or nature or terror, or other cause beyond his control or due to the illness of the photographer or his/her designated photographer, then the Photographer will return all fees to the client, but shall have no further liability with respect to this Agreement.

Likewise, this limitation on liability shall also apply in the event that any photographic material to be provided to Client by the Photographer hereunder are damaged, destroyed, or lost, either during processing, through equipment malfunction, in transport, through the mail, through casualty, accident, fire, strike, act of god, or otherwise, Photographer's liability to Client shall be limited to the return of any monies advanced to the Photographer.

Client acknowledges and accepts that photographic dyes may fade or change over time due to their inherent qualities and Client expressly releases The Photographer from any liability whatsoever for such claims.

Due to the uncontrolled nature of the wedding and other contracted event(s), The Photographer(s) cannot guarantee delivery of any specifically requested image(s) except for images made under such conditions that The Photographer(s) have complete control over all variables which contribute to the production of an image, including but not limited to, lighting, time, subject position, weather, environment and distance to camera.

Additionally, The Photographer(s) cannot be responsible for the effects of the subjects' physical appearance, including but not limited to body position, facial expressions, blinking, looking the wrong way or clothing. The Photographer(s) cannot be responsible for the effects of environmental conditions, including, but not limited to, weather conditions, temperature, existing lighting or aesthetics of the shoot location.

The Photographer(s) have the right to refuse to produce any image that could violate libel or copyright laws, or in the course of its production could cause or contribute to bodily injury, death, equipment damage or property damage or destruction.

Client agrees that an entire wedding cannot be replicated, reenacted or repeated for the purpose of a re-shoot and limits Photographer's liability under any situation to the amount paid under this agreement.

Photographer's liability in any case and/under any situation not cover by this Agreement shall be limited to to the amount paid under this Agreement.

10. Picture Requests.- The Client understands that the Photographer(s) are recognized for their documentary, non-traditional style of photography. Therefore, to allow the Photographer(s) the freedom to work in this style, and in the interest of time during formal portrait sessions, all requests for group portraits or other photo requests must be done in writing no less than 14 days before the Event.

Due to the many variables affecting the Event, the photographer(s) cannot guarantee that every or any requested photo will be taken, but that he/she will do its best to shoot them. Photographer is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images du to details not revealed to Photographer.

Subsequent requests may not be accepted by the Photographer(s). If no written requests are submitted, then such photographs shall be made at the sole discretion of the Photographer(s).The bride and groom agree to set aside at least one hour of time for photographs of the couple. In addition, a one-half hour time frame will be set aside for the group formals.

11. Copyright and Client's Usage.- The Photographer shall own the copyright in all works created hereunder, shall retain the exclusive right to make reproductions of such works and are protected by Federal Copyright Laws (all right reserved) and may not be reproduced in any manner without the Photographer's expressed written permission.

In the case that the Collection purchased by the Client includes the digital files, upon final payment by the client, limited copyright ownership of the resulting images will be transferred to the Client under the following conditions: personal printing and web use only. Photos are not to be edited by anyone other than the Photographer. Client shall not use or otherwise reproduce the digital files for profit, unless expressly authorized by the Photographer. If published, copyright shall be given to Couture Bridal Photography.

12. Model Release.- The Client hereby grants to the Photographer and its legal representatives and assigns, 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, exhibition, competition, and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases the Photographer and its legal representatives and assigns from all claims and liability relating to said photographs.

13. Meals.- In weddings longer than five (5) hours Client shall provide a complimentary meal to the Photographer(s) and his assistant(s). If no meal is provided, it is understood that the photographer(s) and his assistant(s) will leave the wedding for one hour to purchase a meal. In such cases, the Photographer will not be responsible for any photos that may be missed while obtaining a meal.

14. Overtime.- Additional hours of photography beyond the hours included in the chosen collection specified in Exhibit A are charged at the rate of \$_____ per hour or fraction thereof.

15. Returned Check Policy.- A \$50.00 fee will be charged for any returned bank checks.

16. Wedding Art Books.- Be aware that we do not make photo books but Wedding Art Books. Because we want to create beautiful Wedding Books that tell your wedding story we have the following design specifications and standards: We limit, except for few exceptions, the maximum number of images we use per album spread to 2 to 3 images (a spread is two pages). We will do our best effort to deliver the design drafts for albums referenced in Exhibit A within 120 days after The wedding date and/or the date The Client provide us with their album's image selections and completed questionnaire. No third parties images or photographs can or will be included in the album.

The Client shall have one opportunity to submit album design revision requests. Subsequent requests are subject to a \$200.00 fee. Revised album drafts shall be provided to The Client no more than 30 days after the change requests are submitted. Types of revisions you can request: You can swap images in a spread for another, you can add spreads or delete spreads. You cannot combine spreads or modify a spread design.

17. Engagement Session Scheduling.- If Engagement Session is included as part of your collection, The Client should schedule it as soon as possible, unless otherwise agreed by the parties, at least eight (8) weeks before the wedding date and during Monday thru Friday only.

18. Package Upgrades.- Packages can be upgraded at any time by notifying the Photographer requesting a written amendment to the services contracted and by paying the difference between the packages or the additional cost.

19. Severability.- If any portion, term, condition, restriction, covenant or section of this Agreement is found to be unenforceable, the remainder of this Agreement shall retain its validity and unenforceable section shall be stricken from the Agreement and shall not affect the other parts of this Agreement.

20. Agreement.- This Agreement incorporates the entire understanding of the Parties, and the Parties agree to all its terms, and acknowledge receipt of a completed copy of the Agreement signed by all Parties. Any modifications of this Agreement must be in writing in the form of an Addendum on a separate sheet of paper and signed by all parties. Handwritten modifications to this agreement shall be void. The Client signing below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this agreement. The laws of the Broward County in the State of Florida shall govern this Agreement.

Exhibit A

- 1. **Wedding Date:** _____
- 2. **Time:** _____
- 3. **Location 1:** _____
- Location 2:** _____
- Location 3:** _____

Exhibit B - Travel, Lodging, Etc.

When travel is involved 3 days/2 nights is recommended and standard practice to assure prompt arrival at Wedding/Event destination. Further, when destination is unfamiliar to photographer, it is recommended that accommodations be made at same location of Bride and Groom for safety and security.

- 1. **Travel/Airfare:** _____
- 2. **Accommodations:** _____
- 3. **Rental Car/Fuel:** _____
- 4. **Meals:** _____

The total price for the above services and product(s) in (US Dollars) plus Florida Sales tax of 6%_____ The client can pay using Money Orders, Credit Cards, Paypal or checks. Checks are only accepted for retainer. If paying by Money orders or check, they should be made to the order of Couture Bridal Photography.

Additional Notes/Special Requests: _____

Client Signature: _____ **Date:** _____

Studio Signature: _____ **Date:** _____