

**Agreement/Jurisdiction:** The persons whose signatures appear on this contract, known as "Client", agrees that Thomas Hooke, known as "Photographer", shall provide Photography services to Clients wedding and related events to the best of his abilities. This is a binding contract, which incorporates the 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 Wisconsin shall govern this contract, and any resulting arbitration shall take place within Walworth County, Wisconsin. 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 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 One week 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 \$40 non-sufficient funds fee, and all future purchases/payments must be paid by Cashiers Check, Credit Card. 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. 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.

**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 flash drives 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 for an additional charge. 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.

**Photo Flash Drive:** Upon receipt of a USB Flash Drive, 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 drive provided. It is Client's responsibility to make sure that digital files are copied to new media as required.

**Responsibilities:** Unless agreed upon in advance, Thomas Hooke shall be the exclusive photographer retained for the event. Photographer may bring one assistant at his discretion. Videographers and other vendors as well as semi-professional 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 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 that 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 email for documentation. If email is sent, confirmation of receipt must be obtained.

**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. 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

**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 his employee experiences any inappropriate, threatening, hostile or offensive behavior from any guest or persons at the wedding or other event then the following process shall be followed: first offense: a verbal warning will be issued to a family member of the client; second offense: the offending person will be required to leave the wedding or event; third 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.

**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 **Hooke Photo**. 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 Thom and his associates are his property, will remain his 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, unless agreed to in writing. Violators of this federal law will be subject to its civil and criminal penalties.

**Reproduction:** Client is given the right to produce prints directly from the Flash Drive; a written release will be supplied with those files. Photographer retains all Hi-Rez photos and will offer Prints at competitive prices. Client agrees not to sell, copy or reproduce images in any manner for compensation by third parties without written permission. Should Photographer become aware of reproduction without permission, Client will remit a usage fee of \$300 or 50% which ever is greater, per image, per usage to Photographer. 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) without consulting Photographer.

# *Notes*

Alternate Contacts:

Special Requests: