

DoJo Photo

Dorothy & John Turnbull Photography

Wedding Contract / Agreement

1. Purpose

This agreement contains the entire understanding between the Photographer and the Client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties.

2. Reservation

Upon your signature, the Photographer 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 is non-refundable, even if the date is changed or wedding cancelled for any reason, including but not limited to acts of God, fire, strike, and extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted Wedding Package. Client understands and agrees that the entire amount owed for the Wedding Package described in the contract is due one week prior to the Wedding Day. Client agrees if the balance is not paid by this time, the Photographer will not photograph the Wedding Day described on the contract, with a loss of Reservation Deposit and any other monies paid by Client, and no liability to the Photographer.

3. Pre-Event Consultation

The parties agree to a pre-event consultation before the Wedding Day in order to finalize the actual shooting times, locations, and Client's request list (in writing) for specific photographs.

4. Wedding Party Co-operation

Both parties agree to cheerful co-operation and communication for the best possible result within the definition of this assignment. The Photographer is not responsible if key individuals fail to appear, fail to co-operate during photography sessions, or for failure to capture images due to details not revealed to the Photographer. The Photographer recommends the Client designate an 'event guide' to point out important individuals for informal or candid photographs to the Photographer (see above) during the Wedding Day. The Client will be responsible for, or have someone designated, to identify people of whom 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 people or gathering people for group photographs or failure for persons being present during the event in its entirety.

5. Session Time / Additions

The client and the photographer agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Session commences at the scheduled start time and ends at the scheduled end time. If the client does not arrive at the appointed time for the event (s), session will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the client.

6. House Rules

The Photographer is limited by the guidelines of ceremony officials or reception site management. 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.

7. Permits:

The client is responsible for acquiring all permits and necessary permission for all locations which the photographer will be performing services.

8. 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 and Guests, or in which the Client and Guests may be included, for editorial, trade, advertising, stock, commercial 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 his legal representatives and assigns from all claims and liability relating to said photographs.

9. Exclusivity / Guest Photography

It is understood that the formal photography time is for the express use of the Photographer to capture the formal wedding portraits. Because of time constraints and the need for subjects to give full attention to the professional Photographer, guest photography cannot be permitted during the formal photography time. If time permits, the Photographer will make opportunities throughout the formal photography session for guests to take photos. Otherwise, guests are welcome and encouraged to take photos at any time throughout the wedding and reception. It is the sole responsibility of the Client to announce that there be no photography during the formal wedding portraits. The photographer reserves the right to halt any and all photography if they feel that these demands are being violated with no refund of any monies, and no liability to the photographer.

10. Co-operation of Guests and Other Service Providers

The Client is responsible for the conduct of their guests. Co-ordination with other service providers is necessary to complete all the photography as scheduled. The Client should share the photography schedule with other service providers to make sure that there are no conflicts with times. In addition, events during the wedding day should be planned to make the best use of time for all vendors. The Photographer will not tolerate verbally or physically abusive behavior, nor will the Photographer share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography will seriously affect the quality of the photographs taken and increase the number of photos that must be created. If the Client is unable to control the conduct of their

guests or if the conduct of any of their guests damages any of 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 refund will be given. Client will be responsible for any damage to photographers equipment occurred during the event due to the fault of the client or guests. The photographer has exclusive rights to be upfront or in a position to capture any and all professional photographs during the Wedding Ceremony and Reception. (Including, but not limited to, Cutting of the Cake, Garter Toss, Bouquet toss, Toasts, Mother/Son Dance, Father / Daughter Dance etc.)

11. Film and Copyrights:

The photographs produced by the photographer are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the photographer's explicitly written permission. If the client has purchased an "Image DVD" from the photographer, the photographer grants the client permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to the photographer, The client must obtain written permission from the photographer prior to publishing the photographs.

12. Completion Schedule

The Client agrees that no part of the Event Package, including previews (if any) will be delivered until the Outstanding Balance is paid in full. Digital processing takes approximately three (3) weeks. A digital proof album will be given to the Client no more than one month (31) days after the Event, in the form of an Online Photo Gallery, assuming the Outstanding Balance and any Additions have been paid.

13. Penalty Fees & Charges

There is a \$30.00 charge for payments returned by the bank for any reason.

When applicable, the client is responsible for all travel, accommodation, meal and transport costs unless provided by the client.

All travel expenses are based on the distance between the event location(s) and the photographers address. For all event (s), the first _____ miles roundtrip of travel are included. All miles in excess of _____ miles roundtrip are charged at \$____.____ per mile

14. Right of Withdrawal

The Photographer's discovery of new information, changes, or other factors tending to circumvent its policies could result in its withdrawal. Non-cooperation; changing of locations, facilities or times available; missed appointments; bad or returned checks, or late payments are examples of contributing factors. Should the Photographer initiate the withdrawal, all fees and deposits will be returned, excepting fair market value for all services/ products already provided. In case of withdrawal, \$50.00 an hour is billed for all photography services already provided, and \$30.00 an hour is billed for all other services, consultations, and all travel time, rounded up to the nearest half-hour. If the Photographer withdraws -- the Client will not be billed for any services in excess of their deposits (except if deposit was in form of returned checks).

15. Limit of Liability

In the unlikely event that the assigned photographer is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism or other cause beyond the control the photographer, the photographer will make every effort to secure a replacement. If the 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(S). Minus the initial required deposit.

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the photographer's control, including but not limited to camera, hard drive, or equipment malfunction, the photographers' liability is limited to the return of all payments received for the EVENT(S). 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. The photographer is not liable for the loss of images after the delivery of images on the CD to the client.

16. Non-Guarantee

Although every possible care will be taken to produce photographs of all important and special moments during the wedding, the Photographer cannot place an unconditional guarantee on the above. The Photographer 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 in or outside of the Photographer's control.

The photographer is not liable to deliver every image taken at the event. The determination of images delivered to the client is left to the discretion of the photographer.

17. Post Production and Editing:

The final post production and editing styles, effects, and overall look of the images are left to the discretion of the photographer.

18. Performance

The performance of this contract on behalf of the Photographer 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.

19. 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.

20. Amendments

This contract has been freely negotiated and shall be recognized as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the Client and the Photographer at the time of this signing shall be recognized as amendments to this contract.

21. Reprint Orders

If a disc of the digital photographs is not part of the agreed Event Package, reprints (or additional prints) of photographs and other products may be ordered by the Client and/or Guests, through the Online Photo Gallery, at the prices listed on the Online Gallery.

If a disc of the digital photographs IS part of the agreed package, the Client understands that the disc and its photographs are copy right protected and may not be copied, sold or altered in any way. Including but not limited to, cropping, adding text, filters etc.)

Additional disc may be purchased through the photographer.

22. DoJo Photo Dorothy and John Turnbull Photography©

This document is provided by DoJo Photo Dorothy and John Turnbull Photography, and is limited for its members and their clients only. This agreement is solely between the Photographer and Client stated, and DoJo Photo Dorothy and John Turnbull Photography will not be liable to either party for its use and enforcement.

Agreement Declaration:

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signature (Bride): _____

Print Name: _____ Date: _____

Signature (Groom): _____

Print Name: _____ Date: _____

Signature (Photographer): _____

Print Name: _____ Date: _____