

WEDDING PHOTOGRAPHY CONTRACT

Primary Client's Name _____ Date _____

Address _____ Telephone _____

Spouse-to-Be's Name _____ Total Guest Count: _____

Couple's future address (if different):

Locations for Wedding Photography:

Home, address _____ Date _____ Time _____

Ceremony, address _____ Date _____ Time _____

Reception, address _____ Date _____ Time _____

Location, address _____ Date _____ Time _____

Photography Package:

6 Hour Package..... Standard \$ _____ 9 Deluxe \$ _____

9 Hour Package..... Standard \$ _____ 9 Deluxe \$ _____

Extras:

Blemish Reduction Editing \$ _____

Heather Dalton Photography requests 1/3 of package fee as deposit to hold the date for your wedding, to be paid at the time of signing this contract.

Total Photography Services Fee..... \$ _____

Deposit (Date paid _____).....\$ _____

Overtime \$ _____

Travel..... \$ ___ N/A ___

Total Due \$ _____

Less deposit \$ _____

Balance Due \$ _____ (due on _____)

***Balance does not include additional time that may be requested after the signing of this contract. Client accepts responsibility to pay for any additional time at the rate of \$__ per hour.)**

The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Client _____

Client _____

Photographer **Heather Dalton**

Date _____

This Agreement is subject to all the terms and conditions outlined on the following pages.

Services Performed by Photographer:

The photographer will consult with the clients prior to the event to review any requests with regard to desired images, go over timeline for event, and if possible view the venue in advance of the event.

On the day of the event, the photographer will arrive at the contracted starting time, provide photography services throughout the event and conclude services at the agreed on time, unless client and photographer agree to extend services at the rate of \$75/hr (charged per quarter-hour).

The photographer will review all images from the event and edit those that are in keeping with the highest quality and style of the photographer's work. The photographer reserves the right to withhold any images not in keeping with her standards. Client can expect around 150-200 final images from a 6-hour booking.

Your wedding fee includes digital files at low-resolution (suitable for printing up to 5×7) delivered via disc, reprint permission, and an online gallery. Full resolution images with reprint permission on a keepsake USB drive can be purchased for \$___ per image or as a set for \$_____.

Photographer will present your digital proofs via online gallery within 15 days following your wedding, and deliver your low-resolution files within 20 days. Additional ordering may be arranged via phone or in-person meeting, and orders placed with your photographer are typically delivered within 3 weeks of ordering. Your online gallery remains available for 1 year, and is available for renewal after the first year.

I am honored to be chosen as your photographer and will strive to exceed your expectations and provide images that delight you.

Terms and Conditions

1. Exclusive Photographer. HEATHER DALTON shall be the exclusive photographer retained by the Client for the purpose of photographing the wedding. Family and friends of the Client shall be permitted to photograph the wedding as long as they shall not interfere with the Photographer's duties and do not photograph poses arranged by the Photographer.
2. Deposit and Payment. The Client shall make a deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. If the Client refuses delivery of the order or refuses to pay within thirty (30) days of this order, Client shall be in default hereunder and shall pay 12% percent interest on the unpaid balance until payment is made in full.
3. Cancellation. If the Client shall cancel this Agreement forty-five (45) or more calendar days before the wedding date, any deposit paid to the Photographer(s) shall be refunded in full. If Client shall cancel within thirty days of the wedding date and if the Photographer does not obtain another assignment for that date, liquidated damages shall be charged in a reasonable amount not to exceed the deposit.
4. Photographic Materials. All photographic materials, including but not limited to digital media storage devices, photographic files, negatives, and transparencies, shall be the exclusive property of the Photographer. The Photographer shall provide one USB drive containing digital photograph files available to the Client. The USB containing digital files belong to the Client. The files contained therein belong to the photographer, Heather Dalton.
5. Copyright and Reproductions. The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions, except where permission is granted to Client to make reprints from the CD of images provided. **Client has permission from Photographer to reproduce these images in what sizes they desire with what lab they choose.** The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.
6. Client's Usage. The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. In particular, Client may not share unwatermarked images from your session or event with other vendors; vendors desiring images should consult the photographer for copies of images made at your event.
7. Failure to Perform. If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost through computer malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.
8. Photographer. The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or of scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
9. Inherent Qualities. Client is aware that color dyes in photography may fade or discolor over time due to the inherent

qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

10. Photographer's Standard Price List. The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

13. Miscellany. This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the District of Columbia.

Package Description and Break Down

All packages include standard "touch up" work which means minor color correction, level adjustment, and potential cropping for compositional value, as well as the addition of a watermark.

Blemish Reduction Editing (covers the entire set of images)

- color correction
- blemish reduction
- cropping for compositional value
- removal of watermark (upon request)
- special effects editing for up-to 5 images (upon request)

Standard: 6 Hour Wedding Package:

- Free meet and greet photo-shoot:
2 hour session with me to discuss any details, go over any questions and get some wonderful photographs
- 6 hours of wedding coverage:
Six full hours of photographic coverage from agreed start and leave date as pre-determined by contracted times for a final image count of 150-200
- USB package & rights to images:
A custom USB as well as permission for full ownership over your images for reproduction both digitally and physically
- Private wedding page online for 1 year:
Password protected access to all of your wedding images on a personal page located through my website.

DELUXE: 6 Hour Wedding Package:

- Free meet and greet photo-shoot:
2 hour session with me to discuss any details, go over any questions and get some wonderful photographs
- 6 hours of wedding coverage:
Six full hours from agreed start and leave date as pre-determined by contracted times for a final image count of 150-200
- USB package & rights to images:
A custom USB as well as permission for full ownership over your images for reproduction both digitally and physically
- Private wedding page online for 3 years:
Password protected access to all of your wedding images on a personal page located through my website, eligible for renewal.
- 4 Individually Selected 5x7 Prints:
Four professionally printed photographs provided unframed from your wedding.

Standard: 8 Hour Wedding Package:

- Free meet and greet photo-shoot:
2 hour session with me to discuss any details, go over any questions and get some wonderful photographs
- 8 hours of wedding coverage:
Six full hours from agreed start and leave date as pre-determined by contracted times for a final image count of 250-300
- USB package & rights to images:
A custom USB as well as permission for full ownership over your images for reproduction both digitally and physically
- Private wedding page online for 1 year:
Password protected access to all of your wedding images on a personal page located through my website.

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- Private wedding page online for 3 years:
Password protected access to all of your wedding images on a personal page located through my website, eligible for renewal.
- 4 Individually Selected 5x7 Prints:
Four professionally printed photographs provided unframed from your wedding.