

Wedding Photographer Contract

Paul Bailey Photography
115 Wenlock Court
Easley, SC 29642

Wedding Date: _____

Bride and Groom's Name: _____

Home Street Address: _____

Street Address continued: _____

City: _____ Province/State: _____

Postal Code / Zip Code: _____

Work Phone: (_____) _____

Evening Phone: (_____) _____

Mobile: (_____) _____

Pager: (_____) _____

E-Mail: _____

Wedding couple's address and phone after wedding:

Street address: _____

Street address continued: _____

City: _____ Province/State: _____

Postal Code / ZIP code : _____

New Address Effective on: _____

Going on Honeymoon? Return Date: _____

KEY PLAYERS

Wedding Coordinator: _____

Phone: (____) _____

Officiate: _____

Phone: (____) _____

Maid of Honor: _____

Best Man: _____

Other key players: _____

Location Manager: _____

Phone: (____) _____

WEDDING WEEK SCHEDULE

Rehearsal: Date / Start Time _____:

Location or Church Name: _____

Address: _____

(Attach maps or other directions as needed, include major cross street if location is in a park.)

Rehearsal Party: Date / Time: _____

Address (Business Name): _____

(Attach maps or other directions as needed, include major cross street if location is in a park.)

WEDDING DAY

Bride arrives at church: Date / Time: _____

Photographer to arrive at church: Time: _____
(normally I will arrive at the church 1 / 2 hour before the bride does)

Ceremony start Time: _____

Reception Start Time: _____

Reception Business Name: _____

Reception address: _____

(Attach maps or other directions as needed, include major cross street if location is in a park.)

ADDITIONAL ITEMS

Do you want B &W images? (Yes / No): _____

Travel Fee? Yes / No _____ Estimated Total Travel Time: _____
(Travel fee is charged for all hourly assignment work or for travel outside the immediate Greenville area.)

Photos desired on days other than rehearsal / wedding day? Yes / No _____

Date/Time: _____

Location: _____
(Attach map or other directions as needed)

Other Deliverables or special notes on sequence of events for the week:

Terms

At conclusion of wedding the photographer will retain all the digital images for processing.

The processing the images will be completed approximately two (2) weeks after event.

Album creation, scanning of photographs and any extra requests, enlargements, or other items produced under the assignment may take longer due to outside firms processing times.

Any special shipping costs will be paid for by the client.

Hourly Travel rate of \$ \$45.00 per hour will be charged under the assignment category or for travel to a wedding outside the Greenville area.

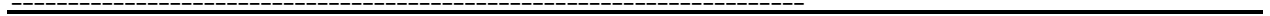
Wedding Flat Fee rate is \$400.00. / Unlimited Time / Unlimited Pictures

\$200.00 RESERVATION FEE is due upon receipt of contract.

FINAL INSTALLMENT payment of \$200 and travel charges, and other actual expenses at mutually agreed.

GENERAL TERMS SHOWN BELOW APPLY UNLESS NOTED HERE.

Special Terms: _____



AGREED:

Please Initial Wedding Plan Choice:

Flat Fee _____ Hourly _____

Client: _____

Date Signed: _____

Paul Bailey Photography: _____

Date Signed: _____

Deposit Amount: \$200 _____

Credit Card Number: _____

Expiration Date: _____

IF SENDING BY FAX, NO NEED TO FAX PAGES BEYOND HERE

ENTIRE AGREEMENT: This agreement contains the entire understanding between Paul Bailey Photography 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. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

RESERVATION: A signed contract and reservation fee are required to reserve the specified coverage.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the event date in order to finalize the actual shooting times, locations, and deliver the CLIENT'S request list (in writing) for specific photographs.

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 from the list if there is no one to assist in identifying people or gathering people for photograph(s), or the desired people are off doing errands, projects, or other tasks which preclude them from being found and available to be included in photographs.

The bride and or groom agree to set aside enough time before to complete all requested pre-wedding ceremony photographs 30 minutes before the start of the wedding. Allocate 3 minutes per requested individual or group photo as a time guide. At least 30 minutes of time must also be planned after the wedding ceremony to gather people for photographs that could not be obtained during or before the wedding. If the bride's or groom's late arrival, or other people, prevents all the desired images from being taken the photographer shall not be held liable for lack of time to take desired photographs.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Paul Bailey Photography is not responsible if key individuals failure to appear or cooperate during photography sessions or for missed images due to details not revealed to Paul Bailey Photography. Paul Bailey Photography recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer (see above) during the wedding that they wish to have photographed.

SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of the CLIENT in a manner enjoyed by all parties. CLIENT and Paul Bailey Photography agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.

HOUSE RULES: The photographer is limited by the guidelines of ceremony official 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 CLIENT's responsibility; Paul Bailey Photography will offer technical recommendations only.

TRAVEL FEE CALCULATION: Travel fees are calculated on the normal expected travel time to get to and from the main wedding site from Paul's home under normal traffic conditions.

INITIAL SITE VISIT: Paul Bailey Photography does not charge travel or hourly fees when scouting out the wedding site when it is located in the local commuting area. Attending a rehearsal when no photographs are desired is also not charged for.

Images and COPYRIGHTS: *Until final payment* for services rendered is made all photographs produced by Paul Bailey Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Paul Bailey Photography's explicitly written permission. Upon final payment by the CLIENT *limited* copyright ownership of the resulting images allowed to the CLIENT under the following conditions:

- Images may be used on personal web sites as long as a copyright notice appears near the images stating that they were taken by Paul Bailey Photography as well as a web link to <http://www.paulbaileypphoto.com> is placed onto the web site.
- The Client must obtain written permission from and compensate Paul Bailey Photography prior to the CLIENT or its friends and relatives publishing or selling the photographs for profit.

QUANTITY OF IMAGES TAKEN AND TAKING OF SIMILAR IMAGES: In order to ensure that the pictures desired by the couple is recorded and preserved for them, and to lessen the possibility of equipment or photographer error, there are some poses and group shots that will be taken multiple times *and or* with multiple cameras. This is done to ensure that if a person blinks, distractions in the background which are not initially seen, hair, clothes or equipment (camera, flash, or some other item) fails to work as expected another image using the same or different camera has also recorded a similar image onto film. **This means that there will be multiple similar images delivered to the client.**

- Group photos will require more images be taken so as to ensure that a great image is captured.
- The larger and longer the wedding event is the more film is used due to the "insurance" nature of taking multiple images.
- Multiple cameras. When photographs are taken with multiple different cameras, each one will have a different type of lens on it. This results in slight perspective changes (wide angle on one camera, standard lens, or a telephoto lens on a camera) and thus also more variety to choose from while performing the "insurance" function at the same time.
- Multiple images with same camera. When this is done, especially on group shots, two or three similar images will occur in a row. Different camera settings is sometimes used to ensure proper exposure which may not always be seen by machine processed prints which "auto" corrects for different exposures. The film has recorded it different but the machine has corrected the film variation which results in similar looking prints. Technically one exposure will be better and can be easily seen when custom printed.

The couple should realize that up to 1/5 of the images received could be very similar by using this system to ensure that a good image is recorded.

EXHIBITION: Requests for specific original negatives may be asked by Paul Bailey Photography at a future time. CLIENT grants Paul Bailey Photography permission to display selected images resulting from this assignment as an example of Paul Bailey Photography work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

MODEL RELEASE. The CLIENT hereby grants to Paul Bailey Photography 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 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 Paul Bailey Photography and its legal representatives and assigns from all claims and liability relating to said photographs. Paul Bailey Photography will endeavor to notify clients before images are used.

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill to photograph the event, Paul Bailey Photography will make every effort to secure a replacement photographer. 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 package. Paul Bailey Photography takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Paul Bailey Photography's control, Paul Bailey Photography liability is limited to the return of all payments received for the event package. 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.

SECURITY DEPOSITS: In the event of cancellation, the security deposit paid is **non-refundable**. It shall be liquidated damages to Paul Bailey Photography in the event of a breach of contract by CLIENT. The CLIENT shall also be responsible for payment to Paul Bailey Photography for any special materials charges incurred up to time of cancellation.

CHANGE OF DATES: If after a contract is signed the CLIENT changes the wedding date there will be no charge to move to the new date if there is no scheduling conflict. If, however, another person has already secured that same day, Paul Bailey Photography is not available for other reasons, then the contract is cancelled and the deposit is NOT REFUNDED.

COMPLETION SCHEDULE: Processing takes approximately two weeks.

PAYMENTS: CLIENT agrees to timely payment.

E-Mail address is
paul@webbailey.com

Phone (864) 449-0954 in Greenville, SC