



Wedding Photography Contract

Wedding Date: _____

Bride: _____

Groom: _____

Address:

Address:

Phone: Home: _____

Phone: Home: _____

Work: _____

Work: _____

Cell: _____

Cell: _____

Email: _____

Email: _____

Wedding Day

Ceremony Location:

Reception Location:

Phone: _____ Time: _____

Phone: _____ Time: _____

Address:

Address:

Wedding Party

Number of Bridesmaids/Groomsmen _____

Other Attendants _____

Number of Wedding Guests Expected _____

Terms and Conditions

This photography contract is between Kelley Delano (hereinafter "BEACHCOMBER STUDIOS" or "Photographer") and _____ (hereinafter "Client") relating to their wedding that will take place in _____ on _____.

1. Exclusive Photographer

BEACHCOMBER STUDIOS shall be the exclusive photographer retained by the Client for the purposes of photographing the wedding day. Family and friends will be permitted to photograph at the wedding as long as they do not interfere with our duties or position themselves between the photographer and the posed subjects. Any breach of this agreement can constitute a reason for non-completion of the job with no liability to the Photographer.

2. Retainer and Payment

The Client shall pay a retainer of 50% of the total package price to secure the services and product specified herein. Upon signing this contract the amount of the retainer shall be applied to reduce the total balance of the package. The final balance must be paid in full before any photos or digital negatives, including previews and proofs, will be released.

3. Pricing

The charges in this Contract are based on the BEACHCOMBER STUDIOS 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.

4. Cancellation or Postponement

If the Client should cancel the event for any reason, the retainer will not be refunded. If cancelling this contract the Client must notify the Photographer in writing. To consider a date change, the Photographer must first receive a written release of the current contracted date, which will null and void this written contract. If the Client needs to change the event date all money paid will transfer to the new date per a newly written and signed contract IF that date is available for the Photographer. The new date must be within six months of the original day or the new contract will be subject to the Photographer's current rates. If the new date is unavailable with the Photographer the contract will be cancelled and the retainer will not be refunded.

5. Photographic Materials

Upon payment in full to BEACHCOMBER STUDIOS of all amounts due to BEACHCOMBER STUDIOS, ownership and possession of the digital images will be given to The Client. The Photographer reserves the right to maintain possession of our own original set of files. BEACHCOMBER STUDIOS will share the copyright of photographs taken on the noted wedding date as samples of its work, for the purposes of window and showroom exhibits, advertising including printed publications, professional competition and world wide web.

6. Damage and Injury

The Client agrees that BEACHCOMBER STUDIOS shall not be liable for any personal injury, loss or damage to property occasioned by any act or omission of the photographer.

7. Failure to Perform

If the Photographer cannot perform this agreement due to fire, casualty, act of God, illness, or any other cause beyond the control of the photographer then BEACHCOMBER STUDIOS shall return all money paid and shall have no further liability with respect to this contract. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or memory card malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event that BEACHCOMBER STUDIOS fails to perform for any other reason, BEACHCOMBER STUDIOS shall not be liable for any amount in excess of the value of the Client's package.

8. Release of Digital Negatives

Upon payment in full, BEACHCOMBER STUDIOS will release the high resolution files (digital negatives) to the Client. These files will be delivered on multiple CD's or DVD. By releasing the digital negatives BEACHCOMBER STUDIOS authorizes the Client to use the images contained on the CD for their own personal use. BEACHCOMBER STUDIOS is not responsible for the quality of enlargements from these files that have been taken to a non-professional and/or consumer photo lab. The images may not be sold or published without the written consent of the BEACHCOMBER STUDIOS. Upon releasing the digital negatives to the Client, BEACHCOMBER STUDIOS is released of all liability for archiving all of the files.

9. Digital Negatives and Proofs

Digital Negatives are individually edited for colour correction, contrast adjustments, tonal adjustments, and conversion to black and white (if applicable). The images include a variety of techniques to create the Photographer's interpretation perfect print. Steps taken may include and are not limited to: realistic retouching, blemish removal, selective toning of colours, tonal adjustments and colour enhancements, removal of distracting elements, etc. The Photographer shall be the sole judge as to whether an image is acceptable for delivering to a client.

10. Officiant and Venue Restrictions

The Photographer may be necessarily limited by the guidelines or rules of the ceremony official, ceremony venue, or reception venue. Client understands and agrees that BEACHCOMBER STUDIOS will abide by such guidelines or rules and that they are outside the control of BEACHCOMBER STUDIOS. The Client agrees to hold BEACHCOMBER STUDIOS harmless for the impact such guidelines or rules may have on the resulting photographs.

11. Requested Photos

While BEACHCOMBER STUDIOS will make every reasonable effort to take specifically requested photos, the Client understands that a wedding is an uncontrolled event and that due to the varieties of the weather, available light, and willingness or availability of subjects, BEACHCOMBER STUDIOS cannot guarantee that any particular requested photo will be taken.

12. Cooperation

The parties agree to cheerful cooperation and communication to ensure the best possible result within the definition of this agreement. BEACHCOMBER STUDIOS recommends that CLIENT designate a family member to act as an "event guide" to point out important individuals to the photographer during the wedding and gather family members together for formal portraits. The photographer will not be held accountable for not photographing desired individuals if there is no "event guide" to assist in identifying individuals and gathering people for photographs. BEACHCOMBER STUDIOS is not responsible if key individuals fail to appear or cooperate during photography sessions.

13. Artistic License

BEACHCOMBER STUDIOS shall be granted full artistic license in relation to the poses photographed and the locations used. The Photographer will not be held responsible for the lack of coverage caused for the following reasons: The Bride, Groom or wedding party not being on time, members of the wedding party or family are unavailable when called on for a posed photograph, if the wedding is running late or if restrictions regarding photography at the desired location of the wedding are in force. The Client understands that The Photographer does not photograph exclusively from a "shot list" throughout the wedding day. The approach of BEACHCOMBER STUDIOS is to balance the "posed" traditional photographs with non-posed, journalistic coverage of actions in real time. Images are edited at the photographer's discretion, and delivered Images/prints may not include all images shot. The photographer reserves the creative right to edit and release only those deemed creditable as professional in quality and within the photographer's artistic standards.

15. Travel Fees and Expenses

A \$25.00 travel fee will be applied for each 100km traveled roundtrip to location shoots outside of Miramichi City Limits. Overnight accommodation, if necessary, will be charged to the client. Receipts will be provided by BEACHCOMBER STUDIOS for all billable expenses.

16. Event Food Service

A meal is required for BEACHCOMBER STUDIOS photography team for events 6 hours or longer. If no meal is provided, it is understood that the Photographer will leave the event at some point to purchase a meal.

17. Shipping and Handling

BEACHCOMBER STUDIOS will cover the cost of shipping and handling of the CD's or DVD's to a Canadian address. However, BEACHCOMBER STUDIOS is not responsible for any loss or damage to product while in transit.

Wedding Packages

All packages include:

- Two photographers
- A "Two Weeks to Go" meeting to discuss any changes that may have occurred.
- All creditable photos taken on DVD

<p><u>Basic Package -- \$600</u> Ceremony & Group Shots 1 location</p>	<p><u>Deluxe Package -- \$800</u> Bride's Home Ceremony & Group Shots Up to 2 locations</p>
<p><u>Full Day Package -- \$1000</u> Bride's Home Ceremony & Group Shots Unlimited locations Reception First Dance</p>	<p><u>All-Out Package -- \$1400</u> Bride's Preparation Ceremony & Group Shots Unlimited locations Reception First Dance Party Candid's Guest Portraits, (taken at a mini studio at the reception, included on Bride's DVD)</p>

Wedding Package:	
Travel ___ km @ \$25.00/100km	
Extra Charges (Receipts will be supplied)	
Subtotal	
50% deposit paid	
Remaining Balance	

Accepted Methods of Payment: Cash, Cheque, and Money Order.
 Please make payable to **Kelley Delano**

The terms of this agreement, dated _____, **20**__ are accepted by:

Contracting Party 1 (print)

Contracting Party 2 (print)

Contracting Party 1 (signature)

Contracting Party 2 (signature)

Beachcomber Studios Representative
 (print) _____

(signature) _____