

# WEDDING PHOTOGRAPHY CONTRACT

Lizzie Loo Photography • 

## A. wedding info.

the date \_\_\_\_\_

ceremony \_\_\_\_\_

reception \_\_\_\_\_

## B. the bride

name \_\_\_\_\_

address \_\_\_\_\_

city \_\_\_\_\_ state \_\_\_\_\_ zip \_\_\_\_\_

phone \_\_\_\_\_ email \_\_\_\_\_

## C. the groom

name \_\_\_\_\_

address \_\_\_\_\_

city \_\_\_\_\_ state \_\_\_\_\_ zip \_\_\_\_\_

phone \_\_\_\_\_ email \_\_\_\_\_

## D. signatures

the parties have read all pages of this contract and agree to all of the terms and conditions.

bride \_\_\_\_\_ date \_\_\_\_\_

groom \_\_\_\_\_ date \_\_\_\_\_

elizabeth lauer \_\_\_\_\_ date \_\_\_\_\_

## **E.** services & products

| product or service         | description | \$ |
|----------------------------|-------------|----|
| coverage                   |             |    |
| travel                     |             |    |
| engagement session         |             |    |
| bridal session             |             |    |
| rehearsal coverage         |             |    |
| 4x6 proof set              |             |    |
| dvd slideshow              |             |    |
| high rez digital negatives |             |    |
|                            |             |    |
|                            |             |    |
|                            |             |    |
| wedding album              |             |    |
| parent album               |             |    |
| parent album               |             |    |

## **F.** payment info

|                     |  |
|---------------------|--|
| total               |  |
| less retainer       |  |
| balance due ( / / ) |  |

# **G.** terms and conditions

This photography contract is between Lizzie Loo Photography (hereinafter “Lizzie Loo Photography” or “Photographer”) and \_\_\_\_\_ (hereinafter “Client”) relating to their wedding that will take place in \_\_\_\_\_ on / / .

## **1. exclusive photographer**

Lizzie Loo Photography shall be the exclusive photographer retained by the Client for the purpose 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 and do not photograph poses arranged by the Photographers.

## **2. retainer and payment**

The Client shall pay a retainer of one half 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 two weeks before the day of the event.

## **3. cancellation or postponement**

If The Client should cancel the event for any reason, the retainer will not be refunded. If canceling 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 monies 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 date 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.

## **4. photographic materials**

All photographic materials, including but not limited to the digital files, shall remain the exclusive property of Lizzie Loo Photography. If an agreement is reached between the two parties to purchase the digital files, we reserve the right to still maintain possession of our own original set of files. If digital files are purchased Lizzie Loo Photography will still hold the copyright to all images.

## **5. copyright and reproductions**

Lizzie Loo Photography shall own the copyright for all images created at the event and shall have exclusive right to make reproductions. Lizzie Loo Photography shall only make reproductions for the Client or for the Photographer’s portfolio, studio samples, self promotions, entry in photographic contests or exhibitions, instructional purposes, editorial use or for within or on the outside of Lizzie Loo Photography’s studio. Any such use will be judicious and consistent with the highest standards of taste and judgement. If the Photographer desires to use images for uses other than those specified above, Lizzie Loo Photography shall not do so without first obtaining written permission from the Client.

## **6. client usage**

The Client is obtaining photographs for personal use only and shall not sell prints or authorize any reproductions by parties other than Lizzie Loo Photography. If the Client is obtaining a print for a newspaper announcement of the wedding, Lizzie Loo Photography authorizes the Client to reproduce the print in this manner. In such event, the Client shall request that the newspaper run a credit to “Lizzie Loo Photography” with the image, but

shall have no liability if the newspaper refuses or omits to do so. It is a violation of federal copyright law to allow photographs taken by Lizzie Loo Photography to be reproduced or altered in any manner including but not limited to electronic scanning via personal scanner, "screen capturing" or reproduction via photo lab or selfservice kiosk.

## **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 Lizzie Loo Photography shall return all monies 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 Lizzie Loo Photography fails to perform for any other reason, Lizzie Loo Photography shall not be liable for any amount in excess of the value of the Client's package.

## **8. photographer substitution**

In the extremely unlikely event of severe personal illness or other extreme Acts of Nature beyond the control of Lizzie Loo Photography which precludes the Photographer from performing the duties of coverage Lizzie Loo Photography will attempt to arrange for a substitute photographer of high qualification, per Client approval of said photographer. The Client and Lizzie Loo Photography both assume the risks and dangers of the photographer's travel and if the extremely unlikely event that a last-minute Act of Nature or travel disaster occurs while Lizzie Loo Photography is en route to the event the Photographer will refund the client all monies paid, less the retainer.

## **9. inherent qualities**

The Client is aware that color dyes in printed photographic materials may fade or discolor over time due to the inherent qualities of the dyes and chemicals. The Client releases Lizzie Loo Photography from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

## **10. standard price list**

The charges in this contract are based on Lizzie Loo Photography's standard price list. This price list is adjusted periodically and any future orders or additions to this contract shall be charged at the prices in effect at the time when the order is placed or change requested. Album and print orders require full payment in advance.

## **11. proofs and custom prints**

Proof images are individually edited for color correction, contrast adjustments, tonal adjustments, and conversion to black and white (if applicable). The proof images are used for the proof sets, online proofing, digital negatives, dvds, brag books, and proof books. The custom print includes a variety of techniques to create the Photographer's interpretation of a perfect print. Steps taken may include and are not limited to: realistic retouching, blemish removal, selective toning of colors, tonal adjustments and color enhancements, removal of distracting elements, etc. Custom prints are included in wedding albums, custom books, and custom prints and enlargements.

## **12. 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 Lizzie Loo Photography will abide by such guidelines or rules and that they are outside the control of Lizzie Loo Photography. The Client agrees to hold Lizzie Loo Photography harmless for the impact such guidelines or rules may have on the resulting photographs.

### **13. requested photos**

While Lizzie Loo Photography 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, Lizzie Loo Photography cannot guarantee that any particular requested photo will be taken.

### **14. artistic license**

Lizzie Loo Photography 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 Lizzie Loo Photography does not photograph from a "shot list" throughout the wedding day. The hallmark of Lizzie Loo Photography's photographic approach is non-posed, journalistic coverage of actions in real time. Long lists and frequent request for posed photographs by the Client or wedding attendees reduce the capability to explore and obtain photographs of genuinely occurring moments. The Client acknowledges that they have been shown a complete set of wedding images and they understand that Lizzie Loo Photography will produce images of like quality and style from their wedding.

### **15. event food service**

A meal is required for Lizzie Loo Photography photography team for events 6 hours or longer. If no meal is provided, it is understood that the Photographer will leave the event to purchase a meal. We kindly request that our meal not contain any beef.

### **16. shipping and handling**

Shipping and handling charges will be billed if Client is unable to pick up proofs, prints, albums, digital negatives, etc. from Lizzie Loo Photography within two weeks of order completion.

### **17. miscellaneous**

This contract incorporates the entire understanding of both parties. Any modifications to this contract must be in writing and signed by both parties. Any adjustments to this contract cannot reduce the total overall dollar value. This contract shall be governed by the laws of the Commonwealth of Kentucky.