

Stephanie DeBolt Photography Wedding Services Contract

A. The Client

Name
Address
Email
Phone
Second Phone contact

B. The Event

Date
Address
Name

C. Services

Photographer will provide engagement photos (if requested) attend wedding rehearsal based upon photographer's availability. Photographer will arrive at venue on the wedding day prior to the commencement of formal photographs, to obtain photographs of wedding day details and preparation. Photographer will attend ceremony and reception, capturing details of the day and will exit the event at their discretion upon the completion of the traditional activities of the reception. Images will be delivered to the Client via digital download approximately 4-8 weeks following the ceremony date.

Time formal photographs will begin:

Total Price:

D. Terms and Conditions

This photography contract is between Stephanie DeBolt Photography (hereinafter "Photographer") and Client as outlined in Section A, above, relating to their wedding.

1. Exclusive Photographer

Photographer shall be the exclusive photographer retained by 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 the duties of Photographer, and additionally, will be asked not to take pictures while Photographers are posing the couple, bridal party, or families. This is to avoid any distraction of the couple or bridal party during the photographic sessions.

It is understood that Photographer is the exclusive official photographer retained to perform the photographic services outlined in this contract.

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2. Cancellation or Postponement

There will be a \$200 cancellation fee for compensation of time lost in scheduling and preparing documents. To consider a date change, Photographer must first receive a written release of the current contracted date, which will null and void this written contract. If 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 Photographer. The new date must be within six months of the original date or the new contract will be subject to Photographer's current rates. If the new date is unavailable with Photographer, the contract will be canceled and the cancellation fee will apply..

3. Copyright and Reproductions

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

It is a violation of federal copyright law to allow photographs created by Photographer to be duplicated, digitally reproduced, copied, scanned, or altered without the permission of Photographer. Client agrees to purchase prints and products directly from Photographer unless in possession of high resolution digital files. Client agrees not to scan, copy or reproduce images in any manner, for any reason, without a written release from Photographer.

4. Client Usage

Client is obtaining photographs for personal use only and shall not sell prints or authorize any reproductions by parties other than Photographer. If Client is obtaining a print for a newspaper announcement of the wedding or similar use, Photographer authorizes Client to reproduce the print in this manner. Usage of images that Client receives via digital download is outlined in Section 5, below.

5. Release of Digital Negatives

Photographer will release the high resolution files (digital negatives) from the wedding and engagement session (if included with wedding package) via digital download. By releasing the digital negatives, Photographer authorizes the Client to use the images contained in the download for their own personal use, including printing of the images at a lab of Client's choosing. The digital negatives will be of the same quality as the images that are presented to the client in the online gallery. Photographers are 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 Photographer. Photographer will retain the copyright of the images contained in the download as well as the exclusive rights detailed in Section 3 "Copyright and Reproductions."

6. Failure to Perform

If Photographer cannot perform this agreement due to fire, casualty, act of God, illness, or any other cause beyond the control of Photographer, the Photographer shall return all monies

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paid, minus services already completed (ie: engagement session), 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 Photographer. In the event that Photographer fails to perform for any other reason, Photographer shall not be liable for any amount in excess of the value of Client's package.

7. Photographer Substitution

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

8. Standard Price List

The charges in this contract are based on Photographer'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.

Digital images will not be released to client until their account is paid in full.

9. Final Images

Final images are individually edited at the full discretion of the Photographer. These images are used for online proofing, high resolution files and albums. Client cannot alter images in ANY way. Photographer will edit photos for color correction, exposure, and basic retouches including blemishes, stray hairs, and minor wardrobe malfunctions if feasibly possible. Extensive editing at the request of the Client can be purchased at an additional fee of \$75 per hour.

10. Officiant and Venue Restrictions

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

11. Requested Photographs

While Photographer will make every reasonable effort to take specifically requested photos, 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, Photographer cannot guarantee that any particular requested photo will be taken.

12. Artistic License

Photographer shall be granted full artistic license in relation to the poses photographed and the locations used. **Photographer will not be held responsible for the lack of coverage caused for the following reasons:** The bride, groom, family or wedding party not being on time, The bride, groom, family or wedding party members being impaired by the use of drugs or alcohol, bride, groom, family or wedding party members unavailable when called on for a posed photograph, the wedding running late or if restrictions regarding photography at the desired location of the wedding are in force.

13. Event Food Service

A meal **must** be provided by Client for Photographer for events 5 hours or longer.

Photographer additionally requests to be seated in the same room as the guests, but at a

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table where frequent standing up, moving around, and sitting down in order to capture moments as they occur will not be a distraction.

14. Insurance

Photographer maintains business liability insurance to protect Client from claims by the property owner for accidental damage Photographer may cause. Certification of insurance is available upon request. Specific requirements by the venue to list the venue as additional insured on Photographer's insurance policy must be requested at least 30 days prior to the event.

15. 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 state in which Photographer conducts business.

16. Model Release

Client authorizes Photographer to use photographs of me, my family members and or my property and authorize him/(her/their and his/her/their assignees), licensees, legal representatives and transferees to use and publish (with or without my name, company name, or with a fictitious name) photographs, pictures, portraits or images herein described in any and all forms and media and in all manners including composite images or distorted representations, and the purposes of publicity, illustration, commercial art, advertising, publishing (including publishing in electronic form on CDs or internet websites), for any product or services, or other lawful uses as may be determined by the photographer or studio name here. I further waive any and all rights to review or approve any uses of the images, any written copy or finished product.

17. 2nd Photographer/Assistant

Client authorizes the presence of an additional photographer assisting alongside Stephanie DeBolt on the day of the wedding at her discretion. The assistant will be working the same amount of hours as the hired photographer.

Client Signature: _____

Date: _____

Photographer Signature: _____

Date: _____

Stephanie DeBolt Photography, 12516 C.R. 46 Millersburg, TN 46543 574.238.0358
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