

Blue Lake Studios
Wedding Photography Contract

Bride's name and address: _____

Groom's name and address: _____

Wedding Date: _____

1. **EXCLUSIVITY:** It is understood that Blue Lake Studios is the exclusive photographer retained to perform the photographic services for your wedding and reception. We will not discourage guests from using point-and-shoot cameras, but ask that DSLR cameras (cameras with detachable lenses) not be used by guests, friends, or relatives of the bride & groom before the start of the reception. Other photographers often distract those we are photographing.
2. **SUBSTITUTIONS:** Blue Lake Studios may substitute another photographer to take the photographs in the event of illness or emergency. In the event of such substitution, Blue Lake Studios warrants that the photographer taking the photographs shall be a competent professional.
3. **PAYMENT SCHEDULE:** The listed non-refundable deposit is due to secure your date. Payments can be made periodically at your discretion but any payments made more than 1 month before your wedding are non-refundable. Payments may be applied to a future wedding or other portrait or video services. The final unpaid balance of your invoice is due two weeks prior to your wedding date.
4. **RIGHTS:** Blue Lake Studios reserves the right to use negatives and/or reproductions for advertising, display, publication or other purposes. Negatives and previews remain the exclusive property of Blue Lake Studios.
5. **RESERVATIONS/CANCELLATIONS:** Upon signature and receipt of the retainer, Blue Lake Studios shall reserve the date agreed upon. For this reason, unless Blue Lake Studios is able to fully replace the canceled reservation, the retainer is non-refundable, even if the date of the wedding is changed or the wedding is canceled for any reason.
6. **CANCELLATIONS & PAYMENTS:** The client may cancel this contract IN WRITING at any time before the wedding date and, by signing below, agrees to pay the percentage of the contract balance as follows: 7 months or before -- Loss of retainer only. 6 months before the client agrees to pay 25% of the remaining invoice amount, 5 months before the client agrees agree to pay 35% of the remaining invoice amount, 4 months before the client agrees agree to pay 45% of the remaining invoice amount, 3 months before the client agrees agree to pay 55% of the remaining invoice amount, 2 months before the client agrees agree to pay 65% of the remaining invoice amount, 1 month or less before the wedding date the client agrees agree to pay 75% of the remaining invoice amount. The client agrees this is fair & reasonable since the closer the wedding date, the harder it will be for Blue Lake Studios to refill the date. Any cancellation must be in writing and signed by both the bride and the groom.
7. **LIABILITY:** If Blue Lake Studios cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographers illness or emergency, then the Photographer shall return the retainer to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged during and/or after the event, lost through camera/computer or hard drive malfunction, or otherwise lost or damaged with or without fault on the part of the Photographer or his employees. The client understands that Blue Lake Studios makes reasonable efforts to back-up all digital files on multiple hard drives and online but that Blue Lake Studios cannot guarantee the safety or longevity of those files after the event and will not be held liable if files are lost, damaged, or not recoverable for any reason. The best way for the client to ensure the safety of his/her files is to purchase the disk of images, order printed proofs, or select a collection that includes one or both. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Blue Lake Studios from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
8. **MEALS AND SEATING:** If we will be with you over your reception meal time we kindly ask to be seated with your guests and have a meal along with everyone. If we are asked to eat in another location we cannot guarantee we will capture all the events that may occur while we are away. Failure to provide a meal and place to eat with your guests may result in additional charges of up to \$100 that you agree to pay when invoiced.
9. **SPECIAL OFFERS:** All of our bridal clients qualify to receive all future portrait sessions and prints at 25% off of retail prices.
10. **PRICES MAY CHANGE:** The charges in this Contract are based on Blue Lake Studios Standard and current 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.
11. **Notice of COPYRIGHT:** It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Blue Lake Studios permission, and violators of this Federal Law will be subject to its civil and criminal penalties.
12. This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties.
13. **INDEMNIFICATION.** The client shall fully indemnify, hold harmless and defend Blue Lake Studios and its directors, officers, employees, agents and Affiliates from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (1) any breach of any representation or warranty of Blue Lake Studios contained in this Agreement, (2) any breach of any covenant or other obligation or duty of Blue Lake Studios under this Agreement or under applicable law, in each case whether or not caused by the negligence of Blue Lake Studios or any other Indemnified Party and whether or not the relevant Claim has merit.

Bride's Signature: _____ Groom's Signature: _____

Bride's Name (print) _____ Groom's name (print): _____

Studio Signature: _____ Studio Representative (print): _____

This contract needs to be signed and the non-refundable deposit needs to be received before your wedding date will be reserved. For fairness, the date goes to the first reservation fee/contract that we receive. Thank you.