

WEDDING PHOTOGRAPHY AGREEMENT

This document is a contractual agreement made between:

Alex Jansen Photography (referred to hereafter as "Photographer")

14 Lion Lane

Cameron, NC 28326

Tel: 561-846-1534

Email: contact@alexjansenphotography.com

Website: www.alexjansenphotography.com

Signature: _____

and

Client: _____ **Client Age:** _____

Street Address: _____

City, State, and Zip Code: _____

Phone Number: _____ **E-Mail:** _____

Signature: _____

Article 1 – Parties of the Contract

(1) This contract is closed between the Photographer and the client.

Article 2 – Copyright

(1) Unless purchased by the client and specifically identified in writing in an accompanying Copyright Release Form, the Photographer retains the copyright to all images produced by the Photographer.

(2) The client is not receiving the copyright, but the license to have and use the photographs in a non-commercial way (i.e. displaying at home, in the office, personal social media profiles, etc.).

(3) The photographs are not to be sold, used as advertisement, or reproduced in anyway without the Photographer's written permission.

Photographer Initials

Client Initials

Article 3 – Product

- (1) The images are not to be processed by the client or any third parties after delivery to the client. If such need should present itself the processing should be done by the signing photographer.
- (2) The low resolution and watermarked images are optimized for social media (i.e. Facebook). The watermark is not to be cropped/concealed/removed from the photographs.
- (3) High resolution files are intended for printing and they do not contain watermarks. For maximum quality, it is recommended to order printing services through the Photographer.

Article 4 – Post-Processing

- (1) All delivered images will have at least the base post-processing applied. “Basic post-processing” is considered:
 - a) Brightness correction
 - b) Contrast correction
 - c) Color or black-and-white correction
 - d) White balance correction
 - e) Image cropping
 - f) Image rotation
 - h) Red-eye correction
 - i) Teeth whitening
- (2) Advanced post-processing is everything not stated in Paragraph 1. Advanced post-processing will result in an additional surcharge.

Article 5 – Delivery

- (1) Depending on the volume of work the delivery of the agreed upon product(s) will vary. The Photographer reserves the possibility of prolonging the delivery without compensation due to possible drawbacks by external collaborators, such as photo-labs.
- (2) No photographic products will be delivered until payment is received in full.

Article 6 – Payment

- (1) The client is obligated to pay a non-refundable retainer-fee (aka “deposit”) of \$200 to confirm the scheduling of the session. No date is reserved until the retainer fee is received. This is **not** in addition to the total session fee and the remainder of the session fee is due no later than the end of the event.

Photographer Initials

Client Initials

(2) The parties of this contract have agreed to the total cost of \$ _____ for rendering the services listed below:

- Photographic coverage of the wedding
- Editing and processing of all photographs taken
- Use of a second shooter - Yes No
- Travel costs to and from the event location, if applicable.
- Lodging costs at the event location, if applicable
- Other: _____
- Other: _____
- Other: _____
- Other: _____

(3) Payment in full by the client is possible. Payments can be done by cash, check, or PayPal. In the event of a payment plan, the client understands that no photographs or other products will be delivered until receipt of the total cost in full.

(4) Returned (aka “bounced”) checks will incur a \$50 penalty fee and the client assumes responsibility for any and all collection costs and legal fees incurred by the Photographer in the event that enforcement of this contract becomes necessary. Failure to immediately pay the \$50 penalty fee will result in being forwarded to local law enforcement with charges being pressed.

Article 7 – Model Release

(1) The client grants the Photographer permission concerning any photographs taken as part of this event to use, reuse, publish, and republish the photographs in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, for purposes including but not limited to competition, exhibitions, illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use the client’s name in connection with any use if so chosen by the Photographer.

(2) The client understands that the Photographer **will not** at any time or in any manner, either directly or indirectly, use any information or products of the client for the purposes of defamation and/or degradation of reputation.

Article 8 – Photographer Protection

(1) The Photographer does not guarantee any shots.

(2) In the event of failing gear caused by, but not limited to, a client, family member, or a guest or their pet, the Photographer will not be held liable nor refund the client.

Photographer Initials

Client Initials

- (3) The Photographer is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to the Photographer.
- (4) The Photographer is not responsible for acts of God, severe illness, natural disasters, orders or acts of civil or military actions, or other unforeseen difficulties beyond the Photographer's control that hinder, restrict, or prevent the ability to photograph the event and/or deliver the product.
- (5) The client is responsible for all location fees and permits. Any job-related expense made by the Photographer on behalf of the client is to be reimbursed prior to delivery of the products.
- (6) Unless stated in the contract as part of special arrangements, the client agrees to make the photographs available for using in the Photographer's portfolio, to include but not limited to the following mediums: printed, on a professional website, and the Photographer's professional social media profile(s).
- (7) The Photographer is not responsible for the loss of any products after delivery to the client.

Article 9 – Other Photographer Policies

- (1) The client may invite more than one photographer to cover an event. If in the event such a situation arises (multiple photographers hired independently of each other by the client to cover the same event), then the client must let the photographers know about that fact and determine who the main shooter at the event is and/or specific priorities for each photographer. This clause does not apply to second shooter(s) employed by Alex Jansen Photography, whom are a direct representative of the Photographer.
- (2) The client will let the guests and know that they are not to interfere with the official photographers by using excessive flash and/or pushing in front of and/or blocking the hired photographer(s) in any other way.
- (3) Any missed photographs as a result of interference from independently hired photographers or guests is the client's responsibility and in no way will be held against the Photographer.
- (4) If deemed necessary by the Photographer, then additional "second photographer(s)" may be utilized to ensure maximum coverage of the entire event.

Article 10 - Litigation

- (1) The most the client can sue the Photographer is the amount they have already paid the Photographer.

Photographer Initials

Client Initials

Article 11 – Exclusion Clause and Severability

(1) The Photographer and the client can agree to exclude certain articles or paragraphs if needed. If decided to do so they will do that in writing on the following page

(2) If any provision of this contract shall be held or found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

(3) The parties have mutually agreed to exclude or alter the following articles and/or paragraphs:

Article _____ Paragraph(s)_____

Change:_____

Article _____ Paragraph(s)_____

Change:_____

Article _____ Paragraph(s)_____

Change:_____

Article _____ Paragraph(s)_____

Change:_____

Article _____ Paragraph(s)_____

Change:_____

-----*No Further Content Follows*-----

Photographer Initials

Client Initials