

# mostardi wedding photography

## Wedding Photography Agreement



Wedding Date: \_\_\_\_\_

Time Photography Starts: \_\_\_\_\_

Other Shooting Dates and Times agreed upon: \_\_\_\_\_

Bride's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Groom's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Ceremony at: \_\_\_\_\_

Address: \_\_\_\_\_

Starting Time: \_\_\_\_\_

Ending Time: \_\_\_\_\_

Reception at: \_\_\_\_\_

Address: \_\_\_\_\_

Starting Time: \_\_\_\_\_

Ending Time: \_\_\_\_\_

Guests Attending: \_\_\_\_\_ Number in Wedding Party: \_\_\_\_\_ Parents Attending: \_\_\_\_\_

Photography fee agreed to for the services described below (plus 6% PA sales tax): \$ \_\_\_\_\_. A deposit fee of 1/3rd is due at the signing of this agreement, with the balance of \$ \_\_\_\_\_ to be paid no later than one week prior to the wedding date.

Photography package and/or services included for the fee stated above: \_\_\_\_\_

**ENTIRE AGREEMENT:** This agreement contains the entire understanding between Carver Mostardi Photography (hereinafter "Photographer") and the Bride and Groom (hereinafter "Client"). It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement that does not mean that any other provision is also waived.

**RESERVATION:** A signed contract and reservation/retainer fee are required to reserve the specified coverage.

**DESCRIPTION OF SERVICES:** The parties agree that Photographer will furnish photographic coverage on the above date. The Photographer will be the exclusive professional photographer retained by the Clients for the purpose of photographing the wedding. Family and friends of the Clients are welcome to photograph the wedding as long as they will not interfere with the Photographer's duties. The Clients reserve the right to retain the services of a videographer to cover the wedding, if they so choose.

# mostardi wedding photography

## Wedding Photography Agreement



**COOPERATION:** The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Photographer is not responsible if key individual's failure to appear or cooperate during photography sessions or for missed images due to details not revealed to Photographer.

**HOUSE RULES:** The photographer is limited by the guidelines of ceremony official or reception site management. Client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is Client's responsibility; Photographer will offer technical recommendations only.

**RIGHTS GRANTED:** Client shall be granted unlimited publishing rights of the images for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives. The Client must obtain written permission from and compensate Photographer prior to the Client or its friends and relatives publishing or selling the photographs for profit. Photographer retains copyright to all images taken.

**MODEL RELEASE:** The Client hereby grants to Photographer and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the Client or in which the Client may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases Photographer and its legal representatives and assigns from all claims and liability relating to said photographs.

**LIMITATION OF LIABILITY:** In the unlikely event that the Photographer cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer's illness or injury, Photographer will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Photographer. Client(s) agree that an entire wedding cannot be replicated, reenacted or repeated for the purpose of a re shoot and limits Photographer's liability to the amount paid under this contract.

**COMPLETION SCHEDULE:** Digital processing, web posting, and CD/DVD creation takes approximately 2 weeks. Creation of a wedding album takes 6-10 weeks and enlargements 1-2 weeks.

**PAYMENT POLICY:** A retainer in the amount of 1/3rd is due and payable at the time this agreement is signed. The remaining balance must be paid in full no later than one week prior to the wedding date. These retainers are non-refundable upon cancellation of the event, but may be re-applied (subject to availability) if the event is rescheduled.

I hereby warrant that I am competent to contract in my/our own name(s). I confirm that I have read the herein agreement prior to its execution and I am fully familiar with the contents thereof. This agreement shall be binding upon us and our heirs, legal representatives and assigns.

Signed: \_\_\_\_\_ (Client) Date: \_\_\_\_\_

Mailing address after wedding: \_\_\_\_\_

Signed: \_\_\_\_\_ (Photographer) Date: \_\_\_\_\_