

# *Neil Clements*

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## *photography*

### *Wedding Contract and Agreement*

#### Standard Terms and Conditions

This Client Services Agreement ("Agreement") is entered into, and is effective as of the Agreement Date (as defined on page 3) by and between ("Studio") and the person(s) identified as the Client on page 3 of this Agreement.

#### 1. DEFINITIONS.

1.1. "Assignment" refers to the wedding day and any related photography services described on page 1 of the Agreement that Client is specifically commissioning Photographer to perform.

1.2. "Cancellation" means that the Assignment is canceled by Client and not rescheduled.

1.3. "Photographer" means the photographer identified on page 1 of the Agreement and the Studio.

1.4. "Postponement" is the rescheduling of the Assignment by the Client at least 30 days prior to the Assignment to a mutually agreeable date.

1.5. "Work" means all photographic images, negatives, digital files, prints or other materials created by Photographer while performing the Assignment.

1.6. "Other Photographers" refers to professional photographers other than those employed by the Studio, individuals acting in a manner of a professional photographer and/or videographers taking still images.

2. LIMITS OF LIABILITY. The Studio takes the utmost care with respect to the exposure, development and delivery of all photographs. However, in the event that the Studio fails to comply with the terms of this Agreement due to any event or act which prevents the delivery of the Work from the Assignment (including equipment malfunction, 3<sup>rd</sup> party vendors, and theft), the Studio's liability to Client shall be limited solely to a refund of all money paid by Client to the Studio, and Client's sole remedy shall be receiving a refund of all money paid by Client to the Studio.

3. SPECIFIC IMAGES. If you would like to request that specific images be made, please prepare a list for the Studio in advance of your event date. The Studio and Client further agree that the Studio cannot be held responsible for any specific image that may not be delivered. Client acknowledges and understands that Photographer uses a highly stylized and photojournalistic approach to the Assignment, with few prearranged or posed shots. Any failure by the Studio to deliver any specific image shall not be a breach of this Agreement, shall not result in a refund of any money paid by Client to the Studio, and Studio shall not provide any other remedy to Client.

3. PHOTOGRAPHER CONDUCT. You have the right to expect the Photographer to conduct him/herself with the utmost professionalism. The Photographer agrees to abide by your wishes to cease shooting should you object to any conduct or photos taken. At any time you feel uncomfortable having the Photographer in the room; you have the right to ask the Photographer to leave. Any photos showing more than a bathing suit would cover will not be included in the proofs or album design without prior approval from the Client and will be placed on a separate CD and given only to the Client.

Client Signature: \_\_\_\_\_

4. PAYMENT SCHEDULE & FEES. Client must pay the retainer and second installment payment described below before Photographer has any obligation to perform the Assignment. Client's failure to pay the retainer and second installment shall be deemed a material breach of this Agreement, shall result in damage to the Studio, and shall relieve the Studio and Photographer from performing any services under this Agreement.

4.1. RETAINER. The retainer fee reserves the Photographer's services for the Assignment on the date and time, and at the location(s) described on page 1. The retainer fee is due and payable when Client signs this Agreement. The retainer is nonrefundable.

4.2. SECOND INSTALLMENT. The second installment (if applicable) is due and payable no later than 14 days prior to the date of the Assignment.

4.3. ALBUM ORDER PAYMENT. The album order payment is due and payable at the time of your album's final approval by you. Payment is non-refundable once the album has been ordered.

4.4 ALBUM DELIVERY FINAL PAYMENT. The final album payment is due at the time of the album being delivered. All efforts will be made to correct any problems that may occur during album manufacture.

4.5 EXTRA ALBUM EDITING SESSIONS FEE. You are allowed one 3 hour in-person album editing session. Any editing sessions after will be billed at \$150 per hour.

4.6 RE-RELEASE OF ONLINE PROOFS. Online proofs are available for 2 months starting the day of their release to you. A fee of \$100 will be billed to re-release the proofs online.

#### 5. POSTPONEMENT, CANCELLATION & LIQUIDATED DAMAGES:

5.1 POSTPONEMENT. If after a contract is signed the Client changes the wedding date there will be no charge to move to the new date if there is no scheduling conflict. If, however, another person has already secured that same day, Neil Clements Photography is not available for other reasons, then the contract is cancelled and the deposit is NOT REFUNDED.

5.2. CANCELLATION. In the event of cancellation, the retainer fee paid is non-refundable.

6. CLIENT COOPERATION & UNDELIVERED WORK. Photographer cannot perform the Assignment without the cooperation of Client. In the event that Photographer and the Studio are unable to deliver a portion of the Work, or other goods, required under this Agreement, due to a failure of the Client to cooperate or to provide necessary approvals regarding the Work, or other goods to the Studio, then the Studio shall not be obligated to deliver that portion of the Work or other goods to Client, but instead the Studio and Client agree as follows:

6.1. WEDDING ALBUM REVIEW. A date and time will be setup for an album review session. The Client is allowed one 3hr. session. Any further sessions will be billed at \$150/hr. Reviews and book order should be completed within 3 weeks after Wedding date so that I can give proper attention to all Clients.

7. SOLE PHOTOGRAPHER. Photographer shall be the sole professional photographer at the event. Client acknowledges that the presence of Other Photographers will adversely impact the ability of the Photographer to create the Work and as a result the Work may fail to meet the standards represented by the Studio in its portfolio and samples.

8. COPYRIGHTS. The Work created by Photographer during the Assignment constitutes the copyrighted work of Photographer and the Studio. The Work at all times shall remain the property of Photographer and the Studio. Any portion of the Work delivered to Client is for Client's personal use only. Client may not sell or reproduce, nor authorize the sale or reproduction of, any portion of the Work without the Studio's written consent. A Copyright Release will be issued with the photo CD and client is bound by the terms on the Release.

Client Signature: \_\_\_\_\_

9. MODEL RELEASE. Client shall permit the Studio to use images of Client from any portion of the Work for display, publication, or other promotional uses without payment of additional compensation to Client or Client's agents. Client's guests at the wedding shall be deemed to have consented to the use of their name, image, or likeness by Client, Studio and Photographer for the duration of the Assignment, and Client shall defend and indemnify the Studio and Photographer from and against any claims that any of Client's guests may assert against the Studio or Photographer arising from, or related to, the use of any name, image, or likeness of Client's guest[s] by the Studio and Photographer Client during the Assignment.

10. MEALS. If the Assignment lasts longer than four hours, Photographer and the Photographer's crew shall be provided meals and refreshments. If Client does not provide such meals, then Client agrees to reimburse the Studio for meal expenses for Photographer and Photographer's crew. It is requested that the Photographer/s be allowed to get their food at the same time the Bride and Groom and to be seated at a table near the Bride and Groom's table. This allows for the Photographer and the Bride and Groom to easily slip out for formals and for the Photographer to photograph events during the meal.

11. ILLNESS & INJURY. In the unlikely event that Photographer is unable to perform the Assignment due to illness, injury, acts of God, or other unforeseen circumstances beyond the Photographer's control, then the Studio shall (to the best of its ability) refer Client to another professional photographer to perform the Assignment from the network of photojournalistic wedding photographers maintained by the Studio. The Studio will work in good faith to find the best replacement photographer possible for the Assignment. The Studio shall not be responsible for the services provided by any such replacement photographer nor any additional charges from the replacement photographer. The Studio shall not be liable for any damage or injury sustained by Client, if any such replacement photographer retained by Client, fails in whole or in part, to perform the Assignment.

12. DANGEROUS CONDITIONS. If, during the Assignment, Photographer or his crew are exposed to: (a) conditions which imperil or cause the Photographer or his crew to fear for their safety, or (b) objectionable or illegal acts to which Photographer and his crew do not wish to be a party or witness, then the Studio reserves the right to immediately protect Studio's and Photographer's interests, including but not limited to a cessation of the Assignment, leaving the Assignment location(s), and/or terminating this Agreement. In such circumstances, the Studio will not refund any moneys paid by Client. Client shall indemnify Studio and Photographer from any damage or injury that Studio, Photographer or his crew may sustain, arising from, or related to, any hazardous conditions which imperil or cause Photographer or his crew to fear for their safety, while performing the Assignment.

13. COLLECTION. In the event that the Studio is required to file a legal action to collect fees due from Client under this Agreement, or to otherwise enforce this Agreement, then the Studio shall be entitled to recover all cost and expenses incurred by the Studio relation to such legal action, including an award of reasonable attorney's fees.

**I have read this entire Agreement and I understand its terms. I agree to be bound by the terms of this Agreement.**

CLIENT

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STUDIO

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