

DTyler Studios (dba DTyler Photography) WEDDING PHOTOGRAPHY CONTRACT

Wedding Date and Time:

\_\_\_\_\_

Bride's Name:

\_\_\_\_\_

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

Address:

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Groom's Name:

\_\_\_\_\_

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

Address:

\_\_\_\_\_

Email:

\_\_\_\_\_

Time Photography Session Starts: \_\_\_\_\_ Ends: \_\_\_\_\_

Meeting location (address where photography session will begin):

\_\_\_\_\_

Wedding Chapel Location (if applicable, otherwise leave blank):

\_\_\_\_\_

Wedding Official and Contact Number (if applicable, otherwise leave blank):

\_\_\_\_\_

Wedding Reception Location (if applicable, otherwise leave blank):

\_\_\_\_\_

Wedding Reception Manager and Contact Number:

\_\_\_\_\_

Bride's Dress-up Location:

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Wedding theme: please specify color scheme / traditional / formal / informal / casual etc.

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Photography fee agreed on: \_\_\_\_\_ (plus applicable expenses as described in the contract). A non refundable retainer of 50% (\_\_\_\_\_) is due when this agreement is signed, and the balance (\_\_\_\_\_) is to be paid no later than 30 days prior to the wedding date.

Additional Expenses: THE CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by THE CLIENT.

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between DTyler Studios and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

2. RESERVATION: Upon your signature, DTyler Studios will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Retainer of 50% is non-refundable, even if the date is changed or the wedding cancelled for any reason. The Reservation Retainer is to be paid at time of signing the contract. The Reservation Retainer is applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the remaining balance owed for the wedding photography package described in the contract is due no later than 30 days prior to the wedding date.

3. ONLINE IMAGE PREVIEW/COPYRIGHT: After the wedding, DTyler Studios will provide THE CLIENT with access to an online image preview slideshow with low and full resolution processed images in JPEG format. From this page, clients may order high quality professional prints or download the full resolution images directly to their computer for making prints at home or a third party print service. Duplicate shots, out of focus and otherwise unusable shots are discarded.

Unprocessed digital negatives or 'RAW' files remain the property of the camera owner and will not be provided to the client. This is pursuant to U.S. copyright law (<http://www.copyright.gov/help/faq/faq-fairuse.html>)

4. CANCELLATION: In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract for any reason before the wedding ceremony takes place, any retainers made will be forfeit.

5. PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the

wedding date in order to finalize the actual shooting times and locations.

6. **EVENT GUIDE: THE CLIENT** will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

7. **60 MINUTE WINDOW:** The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony for setup time and photographs that cannot be obtained during the ceremony or reception and a minimum of 30 minutes following the ceremony for formal portraits and equipment teardown. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this window from occurring, DTyler Studios shall not be held liable for failure to take desired photographs.

8. **COOPERATION:** The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. DTyler Studios is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to DTyler Studios. DTyler Studios recommends that **THE CLIENT** designate an "event guide" (see **PRE-EVENT CONSULTATION** above) to point out important individuals to the photographer, whom **THE CLIENT** wishes to include in informal or candid photographs.

9. **SHOOTING TIME / ADDITIONS:** The photography schedule and selected methodology are designed to accomplish the goals and wishes of **THE CLIENT** in a manner enjoyed by all parties involved. **THE CLIENT** and DTyler Studios agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, DTyler Studios will not be held liable for any photographs not taken.

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

11. **DIGITAL NEGATIVES, PRINTS and COPYRIGHTS:** The photographs, digital negatives or prints produced by DTyler Studios are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without DTyler Studio's explicit written permission. Upon final payment by **THE CLIENT**, personal reproduction rights of the resulting images will be transferred to **THE CLIENT** under the following conditions:

- DTyler Studios grants personal reproduction rights **THE CLIENT** for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.
- **THE CLIENT** must obtain written permission from, and compensate DTyler Studios prior to an event where **THE CLIENT**, **THE CLIENT'S** friends or relatives publish or sell the photographs

for profit.

MODEL RELEASE: THE CLIENT hereby assigns and grants DTyler Studios and its legal representatives 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 or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases DTyler Studios and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that DTyler Studios may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by DTyler Studio.

12. EXCLUSIVITY / NON COMPETITION: It is understood that DTyler Studios will act as the sole and exclusive photographers and THE CLIENT will not secure the services of any other professional or amateur photographer, paid or unpaid, at any time while DTyler Studios is working. Such interference creates a competitive working environment and can reduce the quality of images taken by DTyler Studios, or create a potential safety hazard.

13. GUEST PHOTOGRAPHY – SAFETY: Because of the fact that flashes from other SLR cameras may ruin shots taken by DTyler Studios and blind the professional photographer, THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest flash photography from other SLR (interchangeable lens) cameras is not permitted at any time while the professional photographer(s) are in session. DTyler Studios suggests that a separate notice be placed in the invitations.

Guest photographers pose a severe safety risk for DTyler Studios photographers. Guest photographers are typically not trained to avoid other individuals, which results in collisions that will injure the professional photographer or damage equipment.

DTyler Studios requires that all guest photographers must remain seated during ceremonies and not obstruct the view of the professional photographer, block their passage or create a hostile and competitive shooting environment.

This is a liability that will result in the immediate departure of all DTyler Studios' personnel and release from all further obligations.

#### 14. GUEST PHOTOGRAPHY – FORMAL SHOTS, PORTRAITS

The formal photography time is for the exclusive use of DTyler Studios. Because of time constraints and the need for subjects to pay full attention to the professional photographer, competing camera flashes are not permitted while the photographer is photographing the ceremony or formal/group shots.

DTyler Studios will not, under any circumstance, compete with guest photographers for the attention of guests. Competing photographers results in missed shots and subject confusion as to where to look and whose directions to follow.

DTyler Studios will allow guests to take snapshots with non-slr cameras during the processional and recessional, during candid events before/after the ceremony or reception, and during the time equipment is being packed up and will do our best to direct and guide guests as to appropriate times for guest photographs. In return for this consideration DTyler Studios insists no other guest photography take place when or where DTyler Studios is working.

15. GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

DTyler Studios will not tolerate any verbally or physically abusive behavior. If THE CLIENT is unable to control the conduct of themselves or their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages or threatens to damage the equipment of the photographer, it will be considered a contractual breach and result in the immediate departure of the photographer and release DTyler Studios from future obligations.

If the photographers' equipment is stolen by a client or client's guest, or damaged as a direct result of negligence by the client or a client's guest, DTyler Studios will be reimbursed fair market value by the client within 14 days.

16. PAYMENTS: THE CLIENT agrees that 50% retainer is required at the time of contract acceptance and 100% of the remaining balance is due no later than 30 days prior to the wedding date.

17. PENALTY FEES & CHARGES: There is a \$200.00 late payment fee for any payments that are not received by the required date.

18. RIGHT OF WITHDRAWAL: DTyler Studio's discovery of new information, changes to agreed circumstances, or other factors which tend to circumvent its policies may result in its withdrawal. Non-cooperation, changes in locations, facilities or available times; missed appointments and late/non payments are examples of contributing factors.

19. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. DTyler Studios will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a 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.

In the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond DTyler Studios control, the limit of liability shall not exceed the retainer price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

20. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, DTyler Studios cannot place an unconditional guarantee on the above. DTyler Studios will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of DTyler Studio's control.

21. PERFORMANCE: The performance of this contract on behalf of DTyler Studios shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

22. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

23. AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and DTyler Studios at the time of acceptance of this contract shall be recognized as amendments to this contract.

24. LIMITS OF LIABILITY: It is further understood that in the unlikely event that the photographer is injured or becomes too ill to photograph the event, 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.

DTyler Studios takes the utmost care and with respect to the delivered product. However, if the disc/ CD-ROM / photographs have been lost, stolen, or destroyed for reasons beyond our control, liability is limited to the return of all payments received for the event package

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed \_\_\_\_\_ (CLIENT RESPONSIBLE FOR PAYMENT)

Date \_\_\_\_\_