

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:

\_\_\_\_\_

Amount of Guests: \_\_\_\_\_

Wedding Chapel Location:

\_\_\_\_\_

Wedding Official and Contact Number:

\_\_\_\_\_

Wedding Reception Location:

\_\_\_\_\_

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 deposit 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 Deposit of 50% is non-refundable, even if the date is changed or the wedding cancelled for any reason. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit 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: After the wedding, DTyler Studios will provide THE CLIENT with access to an online image preview slideshow with low and full resolution images. This online preview will contain all processed photographs taken at the event. Duplicate shots, out of focus and otherwise unusable shots are discarded. All photographs will have a watermark embedded, prohibiting unauthorized use.

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 deposits 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. **90 MINUTE WINDOW:** The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 60 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 90 minute 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 Studio. 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, limited copyright ownership of the resulting images will be transferred to THE CLIENT under the following conditions:

- The negatives and/or slides are the property of 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.

**EXCLUSIVITY / GUEST PHOTOGRAPHY:** It is understood that DTyler Studios will act as the sole and exclusive wedding photographers. 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.

The formal photography time is for the exclusive use of DTyler Studios to capture the formal wedding portraits. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest SLR camera (interchangeable lens) flash photography cannot be permitted while the photographer is working.

DTyler Studios will allow guests to take snapshots during the processional and recessional, during candid events before/after the ceremony, and at the altar 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.

**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 verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken, increase the number of times a photo must be re-taken.

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 result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

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.

15. **COMPLETION SCHEDULE:** The printing process can only start once DTyler Studios receives the order list for the required images. Digital processing takes approximately 2-5 weeks. Creation of a wedding album takes 4-8 weeks, enlargements 1-2 weeks.

16. **PAYMENTS:** THE CLIENT agrees that 50% deposit 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. **FINAL DELIVERY:** DTyler Studios will deliver a DVD with all images taken at the wedding in both high and low resolution formats.

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

19. **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.

20. **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.

DTyler Studios takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, 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 deposit 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.

21. **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.

22. **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.

23. 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.

24. 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.

25. PROFESSIONAL IMAGE MANIPULATION: DTyler Studios will allow for limited professional image manipulation (if technically possible) on images. This includes opening of individual's eyes, red eye removal, and color correction. It is understood that if a technicality prevents DTyler Studios from performing requested image manipulation, or if a technicality prevents the final result to meet THE CLIENT'S requirement, THE CLIENT will reside with the fact that DTyler Studios has performed to its best ability with regard to the specific task and that DTyler Studios has no further responsibility towards said image manipulation. Advanced image manipulation will be quoted on an individual basis.

26. 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)

Signed \_\_\_\_\_ (on behalf of DTyler Studio)

Date \_\_\_\_\_