

WEDDING PHOTOGRAPHY CONTRACT

Photography by Dana & Nicola Sweeney – dnphoto.ca

A. wedding date _____
wedding ceremony location & time _____
wedding reception location & time _____
photo location(s) & time _____

B. the bride
name _____
address _____
city _____ province _____ postal code _____
phone _____ alternative phone _____
email _____

C. the groom
name _____
address _____
city _____ province _____ postal code _____
phone _____ alternative phone _____
email _____

D. signatures
the parties have read all pages of this contract and agree to all of the terms and conditions.
bride _____ date _____
groom _____ date _____
dana sweeney _____ date _____

E. services and products

product or service	description	\$
Wedding package		
Engagement session		
Trash the Dress		
Album		
Travel/Accommodations		
Total		

F. payment info

subtotal	
total	
less retainer	\$400
balance due	

G. terms and conditions

This photography contract is between Photography by Dana & Nicola Sweeney (hereinafter "DNPHOTO" or "Photographer") and _____ (hereinafter "Client") relating to their wedding that will take place in _____ on _____.

1. exclusive photographer

DNPHOTO shall be the exclusive photographer retained by the Client for the purposes of photographing the wedding day. Family and friends will be permitted to photograph at the wedding as long as they do not interfere with our duties and do not photograph poses arranged by the Photographers.

2. retainer and payment

The Client shall pay a non-refundable retainer of \$400 to secure the services and product specified herein. Upon signing this contract the amount of the retainer shall be applied to reduce the total balance of the package. The final balance must be paid in full on or before the day of the event.

3. cancellation or postponement

If the Client should cancel the event for any reason, the retainer will not be refunded. If cancelling this contract the Client must notify the Photographer in writing. To consider a date change, the Photographer must first receive a written release of the current contracted date, which will null and void this written contract. If the Client needs to change the event date all money paid will transfer to the new date per a newly written and signed contract IF that

date is available for the Photographer. The new date must be within six months of the original day or the new contract will be subject to the Photographer's current rates. If the new date is unavailable with the Photographer the contract will be cancelled and the retainer will not be refunded.

4. photographic materials

The Client shall receive a copy of the digital files. The Photographer reserves the right to maintain possession of our own original set of files. DNPOTO will still hold the copyright to all images.

5. copyright and reproductions

DNPOTO shall own the copyright for all images created at the event and shall have the right to make reproductions. DNPOTO shall only make reproductions for the Client or for the Photographer's portfolio, studio samples, self promotions, entry in photographic contests or exhibitions. Any such use will be judicious and consistent with the highest standards of taste and judgement. If the Photographer desires to use images for uses other than those specified above, DNPOTO shall not do so without first obtaining written permission from the Client.

6. failure to perform

If the Photographer cannot perform this agreement due to fire, casualty, act of God, illness, or any other cause beyond the control of the photographer then DNPOTO shall return all money paid and shall have no further liability with respect to this contract. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or memory card malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event that DNPOTO fails to perform for any other reason, DNPOTO shall not be liable for any amount in excess of the value of the Client's package.

7. release of digital negatives

DNPOTO will release the high resolution files (digital negatives) to the Client within 6 weeks of the event. These files will be delivered on multiple CD's or DVD. By releasing the digital negatives DNPOTO authorizes the Client to use the images contained on the CD for their own personal use. DNPOTO is not responsible for the quality of enlargements from these files that have been take to a non-professional and/or consumer photo lab. The images may not be sold or published without the written consent of the DNPOTO. DNPOTO will retain the copyright of the images contained on the CD as well as the exclusive rights retained in section "copyright and reproductions". Upon releasing the digital negatives to the Client, DNPOTO is released of all liability for archiving all of the files.

8. digital negatives and proofs

Images included in the DVD slideshow are individually edited for colour correction, contrast adjustments, tonal adjustments, and conversion to black and white (if applicable). The images include a variety of techniques to create the Photographer's interpretation perfect print. Steps taken may include and are not limited to: realistic retouching, blemish removal, selective toning of colours, tonal adjustments and colour enhancements, removal of distracting elements, etc.

9. officiant and venue restrictions

The Photographer may be necessarily limited by the guidelines or rules of the ceremony official, ceremony venue, or reception venue. Client understands and agrees that DNPOTO will abide by such guidelines or rules and that they are outside the control of DNPOTO. The Client agrees to hold DNPOTO harmless for the impact such guidelines or rules may have on the resulting photographs.

10. requested photos

While DNPOTO will make every reasonable effort to take specifically requested photos, the Client understands that a wedding is an uncontrolled event and that due to the varieties of the weather, available light, and willingness or availability of subjects, DNPOTO cannot guarantee that any particular requested photo will be taken.

11. artistic license

DNPOTO shall be granted full artistic license in relation to the poses photographed and the locations used. The Photographer will not be held responsible for the lack of coverage caused for the following reasons: The Bride, Groom or wedding party not being on time, members of the wedding party or family are unavailable when called on for a posed photograph, if the wedding is running late or if restrictions regarding photography at the desired location of the wedding are in force. The Client understands that DNPOTO does not photograph exclusively from a "shot list" throughout the wedding day. The approach of DNPOTO is to balance the "posed" traditional photographs with non-posed, journalistic coverage of actions in real time. The Client acknowledges that they have been shown a representative set of wedding images and they understand that DNPOTO will produce images of like quality and style from their wedding.

12. event food service

A meal is required for DNPOTO photography team for events 6 hours or longer. If no meal is provided, it is understood that the Photographer will leave the event at some point to purchase a meal. We kindly request that our meal not contain any shellfish.

13. shipping and handling

DNPOTO will cover the cost of shipping and handling of the CD's or DVD's to a Canadian address.