

WEDDING PHOTOGRAPHY AGREEMENT - JASON WITTMAN PHOTOGRAPHY

Wedding Date: _____ **Time Photography Starts:** _____ **Time Photography Ends:** _____

Other shooting Dates and Times agreed on:

Wedding Location:

Partner 1: _____ **Phone:** _____ **Fax :** _____

Address: _____ **email:** _____

Partner 2: _____ **Phone:** _____ **Fax :** _____

Address: _____ **email:** _____

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

Wedding Attire: describe wedding partners and wedding party attire:

Photography fee agreed to: _____ **(plus applicable expenses/taxes as described in the contract). A retainer of 50% \$**_____ **is due at the signing of this agreement, with the balance \$**_____ **to be paid two weeks prior to the date of the wedding.**

Expenses: (The Client is responsible for all travel, accommodation, meal and transport costs unless provided by the Client)

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

ENTIRE AGREEMENT: This agreement contains the entire understanding between Jason Wittman Photography and the to-be-wed partners listed above, here-to-for referred to as the 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.

RESERVATION: Upon your signature, Jason Wittman Photography 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 fee of one-half of the total package amount is non-refundable, even if date is changed or wedding cancelled for any reason, including acts of God, fire, strike, and extreme weather. The Retainer is to be paid at time of signing the contract. The Retainer is applied towards the contracted wedding photography package. **Client** understands and agrees that the entire amount owed for the wedding photography package described in the contract is due no later than (2) weeks before

the Wedding Day. **Client** agrees if the balance is not paid by this time, Jason Wittman Photography will NOT photograph the Wedding Day described on the contract with no liability to Jason Wittman Photography and loss of Reservation Retainer by **Client**.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the event date in order to finalize the actual shooting times, locations, and **CLIENT'S** request list (in writing) for specific photographs. The client will be responsible for, or have someone designated, to identify people of whom 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 people or gathering people for photograph(s). The both to-be-weds agree to set aside at least 30-minutes of time before the ceremony commencement of the wedding and a 45-minute time frame afterward for photographs that cannot be obtained during the wedding including group shots. If either participant's late arrival prevents this 30-minute window from occurring the photographer shall not be held liable for failure to take desired photographs.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Jason Wittman Photography 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 Jason Wittman Photography. Jason Wittman Photography recommends that **CLIENT** designate an "event guide" to point out important individuals for informal or candid photographs to the photographer (see above) during the wedding that they wish to have photographed.

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. **CLIENT** and Jason Wittman Photography agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time. The photographer will be present to start at the designated time. Coverage beyond time scheduled, per the selected package will be billed at \$250 an hour payable before any picture will be released.

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; Jason Wittman Photography will offer technical recommendations only.

DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by Jason Wittman Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Jason Wittman Photography's explicitly written permission. The **Client** must obtain written permission from and compensate Jason Wittman Photography prior to the **CLIENT** or its friends and relatives publishing or selling the photographs for profit. Jason Wittman Photography reserves the right to use company logo, name and any other labeling on the CD/ DVD photo proofs as well as any other packaging .

MODEL RELEASE: The **CLIENT** hereby grants to Jason Wittman Photography 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 Jason Wittman Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that Jason Wittman Photography will be the exclusive and only wedding photographer. The **CLIENT** acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time the professional photographer's are working. Jason Wittman Photography suggests that a separate notice be placed in the invitations. The formal photography time is for the express use of the studio to capture the formal wedding portraits. Because of time constraints and the need for subjects to give full attention to the professional photographer, guest photography cannot be permitted. Jason Wittman Photography will allow guests to take snapshots during the processional and recessional, during candid events at the

church, and at the altar during the time the studio equipment is being packed up. Guest photography at the reception will be allowed at any time. In return for this consideration the studio insists no other guest photography take place when or where Jason Wittman Photography is working.

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 as scheduled. The clients should share the photography schedule with other service providers to make sure that there are no conflicts with times. In addition, events during the wedding day should be planned to make the best use of time from all vendors. Jason Wittman Photography 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 will seriously affect the quality of the photographs taken and increase the number of photos that must be created. If the CLIENT is unable to control the conduct of their guests or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. We understand that in such an event, no refunds will result.

TABLE & SEATING AT THE RECEPTION: It will be required that the Wedding Party honor said Photographer and or assistants with experience for eating first with the primary wedding party. A place at a nearby table during Reception, clearly delineated and set aside for Photographers use to be in close proximity to the Wedding Party and able to capture those memorable moments is requested. (Wedding Invitation must be sent one month prior to wedding date to Jason Wittman Photography).

COMPLETION SCHEDULE: Digital processing takes approximately 2 weeks. Creation of a wedding album 6-10 weeks and enlargements 1-2 weeks, and possibly longer when laboratory and bindery schedules are heavy.

PAYMENTS: CLIENT agrees that a retainer of half of the package amount is required at the time of contract and 100% of the remaining balance is due at least 14 days prior to the event date.

PURCHASE OF DIGITAL NEGATIVES: If the CLIENT desires a copy of the high resolution digital negatives, a CD can be purchased for \$200 or it will be given FREE with purchase of a Basic, Standard or Deluxe or Higher Packages)

PENALTY FEES & CHARGES: There is a \$50 charge on checks returned for any reason. There is a \$35 late payment fee for any payments that are not postmarked or delivered to Jason Wittman Photography by the required date.

RIGHT OF WITHDRAWAL: The studio's discovery of new information, changes, or other factors tending to circumvent its policies could result in its withdrawal. Non-cooperation; changes of locations, facilities or times available; missed appointments; bad or returned checks, or late payments are examples of contributing factors. Should the studio initiate the withdrawal, all fees and deposits will be returned, excepting fair market value for all services/products already provided. In case of withdrawal, \$250 an hour is billed for all photography services already provided, and \$35 an hour is billed for all other services, consultations, and all driving time, rounded up to the nearest half-hour. If the studio withdraws -- the client will not be billed for any services in excess of their deposits (except if deposit was in form of returned checks).

LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergency it could be necessary to retain a different photographer. Jason Wittman Photography will make every effort to secure a trusted associate as 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. Jason Wittman Photography takes the utmost care with respect to exposure, transportation, and processing the photographs including using professional grade equipment and

professional grade backup equipment. However, in the unlikely event those photographs have been lost, stolen, or destroyed for reasons within or beyond Jason Wittman Photography control, Jason Wittman Photography liability is limited to the return of all payments received for the event package. 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.

CANCELLATION: The Photographer will reserve the date and times agreed upon and will not make another reservation for the specified date and times. In the event this contract is cancelled at any time before the wedding date, any deposit(s) paid to the Photographer will not be refunded. If the wedding date is changed to a date the Photographer is not available, it will be considered a cancellation.

PERFORMANCE: The performance of this contract on behalf of Jason Wittman Photography 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.

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.

AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the **CLIENT** and the studio at the time of this contract's signing shall be recognized as amendments to this contract.

I (We) have read and understood the terms above. I (we) hereby agree to the terms and conditions of this agreement.

Signed _____ (Client 1) Date _____ Location _____

Signed _____ (Client 2) Date _____ Location _____

Accepted:

Signed _____ Date _____ Location _____
Jason Wittman, Photographer