



Wedding Photography Agreement

Bride's Info:

Name:
Address:
Phone:
Cell:
Email:

Groom' Info:

Name:
Address:
Phone:
Cell:
Email:

Wedding Information:

Date :	Start Time:	End Time
Ceremony Location:		
<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor		
Portrait Location:		
<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor		
Reception Location:		
<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor		
Wedding Theme:		

Package Selection:

Photography fee agreed to: \$ _____ (plus applicable expenses/taxes as described in this agreement).
 A deposit of \$ _____ is due at the signing of this agreement, with the remainder being due on the day of the wedding. Total price including NYS Taxes will be \$ _____

* NYS & County Taxes are payable as part of the final installment and upon package delivery. **Expenses:** (The CLIENT(s) is responsible for all travel, accommodation, meal and transport costs unless provided by the CLIENT(s)).

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED:

1. **Pre-Ceremony photo session.** (11am-1pm)
2. **Ceremony photo session.** (2pm – 3pm)
3. **Post-Ceremony photo session** (3pm - 3:45pm)
4. **Portraits & Group Photos.** (4:10pm – 5:30pm)
5. **Reception** (6pm – The End)

*** All Times and Locations are tentative and subject To Change at Client's Request***

ENTIRE AGREEMENT: This agreement contains the entire understanding between associated studios, associates, and/or assignees of NixlImages and the CLIENT(S). 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. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

RESERVATION: A signed contract and date reservation fee are required to reserve the specified coverage on the date specified. Reservation **fee is 33%** of the total cost of packages 1 through 4.

A **50%** reservation fee is assessed for hourly scheduled shoots, and is based upon the client's estimated hours that services are required. The Reservation fee is applied toward the total specified cost and is non-refundable except under the following conditions:

- (a) if the wedding is canceled as a result of death of either CLIENT.
- (b) if the wedding is postponed or rescheduled because of illness or accident and NixlImages, associates, and/or assignees, is unavailable to perform the photography on the rescheduled date.
- (c) if photo sessions have already taken place prior to the cancellation, such as engagement and bridal fitting, the reservation fee will be applied toward the cost of those photo sessions based on the a-la-carte session costs.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation two to three weeks before the event date in order to finalize the actual shooting times, locations, and CLIENT(S)'s shot request. This meeting can take place in person or via phone.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. NixlImages recommends that CLIENT(S) designate an "event guide" to point out important individuals for informal or candid photographs. 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 photographs. NixlImages is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to NixlImages.

SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of the CLIENT(S) in a manner enjoyed by all parties. CLIENT(S) and NixlImages agree that cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time. The CLIENT(S) agree to set aside a minimum of forty-five (45) minutes at the end of the ceremony for photographs that cannot be obtained during the wedding. This includes group photos, family photos, etc.

Client Initials _____

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Travel and set-up time must be added to the allocated photo session time if the selected location for the photographs is not in the immediate location of the ceremony.

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

OTHER PHOTOGRAPHERS, videographers, professional, amateur, family, friends or otherwise, will be offered a short time to take posed photographs only **after** NixImages has completed any particular setting and provides time for others to take pictures. CLIENT(s) accept that the added time required for other to take photos will add additional time to that already specified in section PRE-EVENT CONSULTATION of this contract.

COPYRIGHTS: *Until final payment* for services rendered is made, the photographs produced by NixImages, or associated studio, are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without NixImages' explicitly written permission. Upon final payment by the CLIENT(S), **limited** copyright ownership of the resulting images will be transferred to the CLIENT(S) under the following conditions:

- a) Digital images on CD or DVD media will become the property of the CLIENT(S) for personal use and for the purposes of reproduction and giving of photographs to friends and relatives.
- b) The CLIENT(s) must obtain written permission from and compensate NixImages, or associated studio, prior to the CLIENT(S) or their friends and relatives publishing or selling the photographs for profit.
- c) Full copyright to the photographs remain with the photographer.
- d) The Original RAW unprocessed digital files as well as any intermediate processed files **will not be** provided to the CLIENT(S). These are retained by NixImages or associated studio and may be requested at a future time for additional cost.

COPYRIGHT RELEASE: For an additional fee, to be defined in a **separate contract**, CLIENT(S) may request transfer of full Copyright Ownership from NixImages to CLIENT(S). The cost of the copyright release depends on the conditions of the release.

- (a) CLIENT(S) grants NixImages, or associated studio, limited copyright ownership for the sole purpose of advertising the studio and/or photographer's capabilities as well as permission to submit photographs in various competitions. NixImages is prevented from selling any of the photographs for profit without explicit permission of CLIENT(S) in writing. CLIENT(S) may publish or sell the photographs for profit without any notification or further payment to NixImages or associated studio.
- (b) CLIENT(S) requests Full Copyright Ownership transfer. NixImages surrenders all copyright ownership rights to the photographs and/or images resulting from this assignment. Original digital files as well as intermediate work files resulting from this assignment will be provided to CLIENT(S) on DVD. Once payment is made and CLIENT(S) receives the digital media, NixImages will be denied the use of any of the photographs for any purpose. Damage and/or loss of any of the images, either hardcopy or in electronic form that are already in the possession of CLIENT(S) cannot be replaced by NixImages. NixImages, or associated studio, will not be held responsible for the inability of CLIENT(S) to use the surrendered RAW Digital and/or intermediate work files. The acquisition of any software and/or hardware necessary for accessing or using RAW Digital and/or intermediate work files is the sole responsibility of CLIENT(S).

MODEL RELEASE. The CLIENT(S) hereby grants to NixImages, or associated studio, and its legal representatives and assignees, the irrevocable and unrestricted right to use and publish photographs of the CLIENT(S) or in which the CLIENT(S) 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(S) hereby releases NixImages and its legal representatives and assigns from all claims and liability relating to said photographs.

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill to photograph the event, NixImages will make every effort to secure 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.

RESERVATION FEES: In the event the CLIENT(s) choose to cancel the event, the paid reservation fee is non-refundable. It shall be liquidated damages to NixImages in the event of a breach of contract by CLIENT(S). The CLIENT(S) shall also be responsible for payment for any NixImages materials charges incurred up to time of cancellation based on the a-la-carte price list. The only exception to the non-refundable status of the deposit is outlined in the **RESERVATION** section of this contract. However, materials charges must still be paid and may be taken out of the reservation fee.

COMPLETION SCHEDULE: Digital processing as well as CD/DVDs may take up to eight weeks and is dependent on timely selection of images to be processed from supplied hardcopy or web based proofs.

HARD COPY IMAGES (Paper Photographs) that are part of the selected package, or specified from the a-la-carte offering can not be ordered until the CLIENT(s) have selected the images from either the supplied proofs or from the digital media. Once the CLIENT(s) have specified what images they wish printed, in what size and paper finish, it may take up to 8 weeks for the final hard-copy photographs to be delivered.

PAYMENT SCHEDULE: 100% payable, in full, at time of digital media delivery and before any hard-copy photographs are delivered. Prices do not include any local and state taxes, which will be included in the final payment. A receipt will be provided for each of the three payments.

I / we have read and understand the terms of this contract. I / we hereby agree to the terms of this agreement.

Print _____ (CLIENT(1))

Signed _____ (CLIENT(1)) Date _____

Print _____ (CLIENT(2))

Signed _____ (CLIENT(2)) Date _____

Photographer / Studio representative:

_____ Date: _____

Client Initials _____

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