



WEDDING
PHOTO BOOTH
CONTRACT

CONTACT INFORMATION:

Bride & Groom: _____

Wedding Date: _____

Current Address: _____

Future Address: _____

Phone Number: (Home) _____ (Cell) _____

Email Address: _____

WEDDING DAY:

Reception Venue: _____

Address: _____

Venue Contact Person: _____ Phone Number: _____

Photobooth Hours of Operation: _____

Please Note that we require a minimum of half an hour prior to the start time to set up and a minimum of half an hour after the end time to tear-down our equipment. Arrangements must be made with your venue prior to the event and details are to be confirmed with Davin G Photography.

Set-Up Time: _____ Tear-Down Time: _____
(Half an hour prior to start time) (Half an hour past end time)

Specify/Describe the Area at Venue Reserved for Photo Booth: _____
(So we know where to set-up)

This Agreement is subject to terms and conditions found on pages 3 and 4 of contract Terms and Conditions:

1. Exclusive to the Photographer:

The Photographer shall be the exclusive Photographer retained by the Client for the purpose of operating the photobooth. Family and friends of the Client shall be permitted to photograph the photobooth as long as they shall not interfere with the Photographer's duties and do not photograph poses arranged by the Photographer and or his Assistant(s).

2. Deposit and Payment:

The Client shall make a non-refundable retainer to retain the Photographer to perform the services specified herein. At such time as this order is completed, the retainer shall be applied to reduce the total cost and Client shall pay balance due. The final payment of the balance owing is due by the date of the event. If the remaining balance is not paid by the scheduled date of the event, we reserve the right not to photograph the event. All NSF cheques are each subject to a fee of \$40.

3. Cancellation:

If the Client shall cancel this agreement, any retainer paid to the Photographer shall not be refunded. You may not transfer the retainer to another party, bridal couple, or anyone else without prior written consent.

4. Meals:

A meal shall be provided for the Photographer(s) and Assistant if the services rendered are five hours or more. In the event a meal is not provided, the Client will need to allow for 45 minutes for Photographer(s) and Assistant to leave the event and find a suitable meal. A meal does not need to be provided if the photobooth is booked for a period of less than five hours.

5. Photographic Materials:

All photographic prints, digital or otherwise, sold by the Photographer, to the Client remain copyright to the Photographer. If photographs are being posted online, Client must include credit for the Photographer. The Photographer may make the proofs available online for viewing.

6. Copyrights and Reproductions:

The Photographer shall own the copyright in all images created and shall have exclusive right to make reproductions. The Photographer shall only make reproductions for the Client of the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio.

7. Client's Usage:

The client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer.

8. Failure to Perform:

If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

9. Photographer:

The Photographer may substitute in another photographer to take photographs in the event of the Photographer's illness or of scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional. Photographer reserves the right to have an assistant on hand.

10. Photographer's Basic Package Fee:

The charges in this Agreement are based on the Photographer's Basic Package Fee. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

11. Miscellany:

This agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.