



PACKAGE #1

WEDDING PHOTOGRAPHY CONTRACT

CONTACT INFORMATION:

Bride & Groom: _____

Wedding Date: _____

Current Address: _____

Future Address: _____

Phone Number: (Home) _____ (Cell) _____

Email Address: _____

WEDDING DAY:

Getting Ready Address (Bride): _____ Time: _____

Ceremony Venue: _____ Time: _____

Address: _____

Reception Venue: _____ Time: _____

Address: _____

PACKAGE DETAILS:

Package #1 (Fee \$3,000)

- One photographer
- One assistant
- \$100 print credit to online store
- Online gallery of high-resolution images for up to 1 month
- Coverage:
 - Bride getting ready, ceremony, family formals, bride/groom/wedding party formals, reception & first dance.

Description of Extras (Available Upon Request):

- Professional prints/canvases/framed prints/etc. will be available for purchase online at www.davingphotography.com/client-gallery
- Wedding Album (\$475)
- DVD photo slideshow (\$75)
- Photo booth rental (\$300 – includes travel, setup, take-down, operation, digital images provided at time of wedding images)
- Additional photo booth hour (\$75/hr)
- Engagement photo session (\$300)
- Trash the dress photo session (\$300)
- Travel for events out of Vegreville/Edmonton area (\$0.50/km)
- Accommodations for events out of Vegreville/Edmonton area (\$150/night)

Extras can be ordered and paid for separately anytime

Package: \$3,000
Plus Extras:
Sub-Total:
Less Retainer: \$500
Balance Due:

The parties have read all four pages of this agreement, agree to all its terms, and acknowledge receipt of a complete copy of the agreement signed by both parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to terms of this Agreement.

Date: _____ Client: _____

Date: _____ Client: _____

Date: _____ Photographer: _____

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 photographing the wedding. Family and friends of the Client shall be permitted to photograph the wedding 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. Cheques are to be made out to Davin Gegolick.

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 at the event. In the event a meal is not provided, Client will need to allow for 45 minutes for Photographer(s) and Assistant to leave the event and find a suitable meal.

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. If client is obtaining a print for a newspaper announcement of the wedding, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit for the Photographer adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so.

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. Inherent Qualities:

Client is aware that color dyes in photography may fade or discolor over time due to inherent qualities of the dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fade or discoloration due to such inherent qualities.

11. 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.

12. 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.