



PACKAGE #1

# WEDDING PHOTOGRAPHY CONTRACT

## CONTACT INFORMATION:

Bride & Groom: \_\_\_\_\_ Wedding Date: \_\_\_\_\_

Current Address: \_\_\_\_\_

Future Address: \_\_\_\_\_

Phone Number: (Bride) \_\_\_\_\_ (Groom) \_\_\_\_\_

Email Address: \_\_\_\_\_

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## WEDDING DAY:

Getting Ready Address (Bride): \_\_\_\_\_ Time: \_\_\_\_\_

Ceremony Venue: \_\_\_\_\_ Time: \_\_\_\_\_

Address: \_\_\_\_\_

Reception Venue: \_\_\_\_\_ Time: \_\_\_\_\_

Address: \_\_\_\_\_

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## PACKAGE DETAILS:

### Package #1 (Fee \$4,000)

- One photographer
- One assistant
- \$100 print credit to online store
- Online gallery of high-resolution images for up to 1 month
- Max 12 hours 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
- Wedding Album (\$800)
- DVD photo slideshow (\$200)
- Photo booth rental (\$300 – includes travel, setup, take-down, operation, digital images provided at time of wedding images)
- Additional photo booth hour (\$100/hr)
- Engagement photo session (\$350)
- Trash the dress photo session (\$350)
- Travel for events exceeding 100 km from Vegreville (\$0.55/km)
- Accommodations for events out of Vegreville area (\$175/night)

*Extras can be ordered and paid for separately anytime*

Package:                \$4,000\*    

Plus Extras:                            

Sub-Total:                             

Less Retainer:        \$500\*    

Balance Due:                          

**\*Plus GST**

**Balance must be paid in full no later than the date of your wedding**

The parties have read all six 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 to 6 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. Retainer 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. The Photographer accepts payment via email transfers to [gegolickd@hotmail.com](mailto:gegolickd@hotmail.com), cash, or cheque. 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 deposit 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 retainer 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. Cooperation:**

Client agrees to cheerful cooperation and communication leading up to and at the photo session. The Photographer does not warrant that it will provide specific images and shall not be liable if key individuals fail to appear or cooperate during the photo session. In the event that the Client asks the Photographer to stop photographing for reasons including but not limited to weather, dress malfunction, tardiness, or any situation out of his control, the Photographer shall not be liable for images not taken that would normally have been taken during that time.

#### **13. Location Access, Fees, Permits and House Rules:**

If Client wants to shoot at a location that charges for access or requires permits, the Client shall be responsible for all fees associated with shooting there, including but not limited to entrance fees and parking. The Client shall also be responsible for organizing access to the location and any permits required for doing so. The Photographer is limited by the guidelines of the location. The Client shall be responsible for negotiating deviations from the house rules.

#### **14. Artistic Style:**

On the Client's own behalf, and on behalf of the subject(s): the Client acknowledges that the Photographer requires and retains discretion as to how its services shall be provided (e.g. choice of poses, lighting, lenses, etc.); that the Client are familiar with the Photographer's portfolio and is requesting Services with knowledge of the Photographer's style; that Photographer's work is constantly evolving; that Photographer's services are of unique and artistic nature; that the images created may be different from images taken by the Photographer in the past; and that in creating the images, the Photographer shall use his personal artistic judgment to create images consistent with his personal vision of the session, which vision may be different from the Client and /or the Subject's vision of the session. Accordingly, the Client acknowledge that the images shall not be subject to rejection on the basis of taste, aesthetic criteria, or personal appearance.

#### **15. Culling and Editing:**

After the photo session, each image is put through a careful selection process, where the Photographer selects images that meet his high standards of quality. Images with eyes closed, unflattering poses, and duplicate images are removed permanently immediately after the Photographer completes this culling process. The Client acknowledges that the Photographer retains complete control over the culling and editing process. The Photographer colour corrects and does portrait editing on all delivered images in Adobe Lightroom. The Photographer also retains complete control over which images are delivered in colour and which images are delivered in black and white. Any additional client requested edits, including but not limited to, removal of scars or birthmarks, removal of persons or things, conversion from black and white images to color and/or vice-versa, body shaping, head swaps, etc., shall be charged at \$30 (thirty dollars CAD) plus GST per image per round of revisions.

#### **16. Additional Images/Raw Images:**

The Photographer does not guarantee a specific number of images in Client's final portfolio. Under no circumstance will the Photographer release RAW images to the Client. The Photographer selects the best representation of the images taken at the photo session for the Client's portfolio, and all other images are deleted during the culling process; therefore, no additional images can or will be released to the Client.

#### **17. Archival or Images:**

Once the Photographer delivers the final JPEGs to the Client, the Client accepts all responsibility for archiving and protecting their images. Prior to the gallery expiry, the Client may extend the online gallery for one (1) extra month by purchasing the extension through the gallery at a cost of \$15 (fifteen dollars CAD) plus GST. If after the Client's gallery has been expired, the Photographer may be able to retrieve the wedding gallery at the cost of \$150 (one hundred and fifty dollars CAD) plus GST.

#### **18. Digital Image Production Timelines; Downloading Images from Online Gallery:**

The Photographer shall post the High Resolution Images (3500px on the long side at 300ppi) to the Client's online gallery within three to six (3-6) weeks of the photo session date. The Client shall download the zip file of digital images from the online gallery. The Client acknowledges that he/she

understands how to download the images from the web onto his/her computer, including unzipping the zip file, and how to back up images to prevent image loss. The Photographer is not responsible for user error in downloading and saving final images. A DVD of the images may be requested at the cost of \$25 (twenty-five dollars CAD) plus GST.

**19. 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.