

Terri Marshall

photography

Wedding Photography Agreement

Print TWO copies; fill in the following information, read and initial pages 1-4, sign page 5, and return.

Wedding Date _____

Ceremony Time _____

Ceremony Location _____

Reception Location _____

Bride _____ Groom _____

Address _____

E-mail _____

Contact Number _____ Alternate Number _____

PHOTOGRAPHY PACKAGE :

\$1,250 - Up to 7 hours of continuous wedding day coverage, digital processing and retouching of all images, online web gallery (minimum of 90 days), low-resolution digital files

* Optional services/products -

- wedding couple or bridal portrait session - \$75 (yes ____ / no ____)

- high-resolution digital files on DVD with copyright release - \$300
(yes ____ / no ____)

- wedding album/photobook - price determined subsequent to wedding based on style/size selected (yes ____/no ____)

BRIDE

GROOM

PHOTOGRAPHER

TERMS AND CONDITIONS:

Agreement/Jurisdiction: The person(s) whose signature(s) appear on this contract, known as "Client", agree that Terri Marshall Photography, known as "Photographer", shall provide services to photograph their wedding and related events to the best of her abilities, in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. The laws of the State of Texas shall govern this contract, and any resulting arbitration shall take place within Bell County, Texas. Client assumes responsibility for all collection costs and legal fees incurred by Photographer should enforcement of this contract become necessary. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

Retainer and Payment: Client shall reserve the time and date of services by signing and returning this contract along with a non-refundable, non-transferable reservation retainer equal to 25% of the total photography fee. No date is reserved until the contract and retainer are received. The balance due for the photography services must be paid in full no less than the event date. In the event Client fails to remit payment as specified, the Photographer shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend this event. Returned checks will be assessed a \$50 non-sufficient funds fee, and all future purchases/payments must be paid by Cashiers Check. Unless the contract is canceled, the retainer fee shall be applied to the photography fee total.

Cancellation: If for any reason Client cancels this contract before the wedding date, Photographer will keep the retainer. Cancellation must be made in writing, signed by the contracted party, and either delivered directly to Photographer or sent via Certified Mail by the United States Post Office. If Client fails to supply written cancellation as specified before the wedding date or cancels within 2 weeks of the wedding date, Client shall be required to pay the full balance due.

Reschedule: In the event that Client reschedules the wedding and Photographer is able to rebook the original wedding date, Client will receive credit for all monies already paid. A new contract may be required. The new package price will reflect pricing in effect when the date change occurs. In the event that Client reschedules the wedding and Photographer is not able to rebook the original wedding date, Client forfeits the retainer but will receive a credit for all other monies paid. Credit may be applied to wedding coverage within one year of original date provided Photographer is available.

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Liability: If Photographer or her agent is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness, or technical problems, and if she cannot provide another competent professional, all money received by Photographer, minus expenses, will be returned to Client, and Photographer shall have no further liability with respect to this agreement. This limitation of liability also applies to any loss/damage of photographs or failure to deliver photographs for any reason. Liability for a partial loss of photographs shall be pro-rated based on the percentage of total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total monies paid by Client under this Agreement during the time preceding the date on which such liability arises.

Photo Discs: Upon receipt of a photo DVD, Client accepts all responsibility for archiving and protecting the photographs. Photographer does not permanently archive image files. Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required.

Pricing: Services or merchandise not included in this initial contract will be sold at current price when an order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from Photographer. All print/album credits and sessions must be used within 6 months of web gallery posting or photographer may substitute a product of reasonable value to fulfill any outstanding credit balance.

Responsibilities: Unless agreed upon in advance, Terri Marshall Photography shall be the exclusive photographer retained for the event. Photographer may bring one assistant at her discretion. Wedding guests may take photos, but it is the responsibility of Client to prevent family and friends from interfering with Photographer's duties. Photographer is not responsible for compromised coverage due to causes beyond her control such as other people's camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage. Client agrees to confirm the schedule one-week prior to the event and to send the Photographer a copy of the invitation prior to the wedding. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation. If email is sent, confirmation of receipt must be obtained.

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Coverage: Photographer will provide coverage for the dates, locations and continuous hours specified in this Agreement. Additional travel or coverage hours may be added by agreement on the wedding day and must be paid in full before any photos or products are released to the Client. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. Images determined by the photographer to be substandard or duplicated may be edited out. The Photographer will use her professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to Client.

Image Processing/Printing: Unless agreed upon prior to any editing work, high-resolution discs and/or proof sets may contain a mixture of color, black and white, and selective color images. An alternately colored version of a photo may be purchased at the current rate. Limited color correction and/or retouching are included at Photographer's discretion. Client may request further changes for an additional charge. Photographer is not responsible for any prints that are not ordered directly from her. For best results, clients with the high-resolution files should order their prints through a reputable lab.

Model Release: This contract serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Terri Marshall Photography. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.

Copyright: All photographs taken by Terri Marshall Photography are her property, will remain her property and are protected by United States Copyright Laws (USC Title 17). Client hereby waives any claims for ownership, income, editorial control and use of the images. Violators of this federal law will be subject to its civil and criminal penalties.

Reproduction: Client agrees to purchase prints directly from Photographer unless in possession of high resolution digital files. Client agrees not to scan, copy or reproduce images in any manner without written permission. Should Photographer become aware of reproduction without permission, Client will remit a usage fee of \$300 per image, per usage to Photographer. If high resolution digital files are purchased, a written release will be supplied

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with those files. The release grants Client the right to reproduce the images provided for their personal use only and does not allow the photos to be altered, sold or published. Client further agrees not to supply images to any third parties (including vendors associated with the wedding or album designers).

Taxable Coverage Price	\$ _____
Travel	_____
Other Charges	_____
Subtotal	\$ _____
Sales Tax (8.25%)	\$ _____
Grand Total Due	\$ _____
Less Deposit	_____
Balance Due	\$ _____

I have read, understand and agree to the terms and conditions of this Agreement. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Bride: _____ Date: _____

Groom: _____ Date: _____

Photographer: _____ Date: _____

If you have any questions, please don't hesitate to ask.

Thanks,

Terri Marshall
terrimarshallphoto@sbcglobal.net
www.terrimarshall.zenfolio.com