



1040 Innis St., Oil City, PA 16301
Cell: 814.758.5861 | dave@propointmedia.com

Wedding Photography Contract

AGREEMENT made and entered into this ____ day of _____, 2_____,
by Dave Cyphert, owner of ProPoint Media Photography and between

_____ & _____
[Name of CLIENT(s)]
of _____, _____, _____ (hereinafter the "CLIENT") and
Address City State

_____ (hereinafter the "Photographer") of 1040 Innis St., Oil City, Pennsylvania 16301
Name

PACKAGE CHOICE: I would like to reserve the following option for photography services. I acknowledge the details have been reviewed either with the photographer, within published brochure or online at www.propointmedia.com (Please check one)

Bronze (4 hours) **Silver (5 hours)** **Gold (6 hours)** **The Max (8 hours)**

The CLIENT hereby enters into this Agreement for services with Photographer in consideration of and pursuant to the terms and conditions set forth herein.

Terms & Conditions

This agreement contains the entire understanding between PROPOINT MEDIA PHOTOGRAPHY and the CLIENT. 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.

- I. RESERVATION:** Upon your signatures, PROPOINT MEDIA PHOTOGRAPHY will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of \$_____ dollars is non-refundable, even if date is changed or wedding cancelled for any reason, including acts of God, fire, strike, and extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding photography package and any add-on services requested. CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due no later than (2) weeks before the Wedding Day. CLIENT agrees if the balance is not paid by this time, PROPOINT MEDIA PHOTOGRAPHY will NOT photograph the Wedding Day described within this agreement with no liability to PROPOINT MEDIA PHOTOGRAPHY and loss of Reservation Deposit by CLIENT.
- II. PRE-EVENT CONSULTATION:** The parties agree to a pre-event consultation before the event date in order to finalize the actual shooting times, locations, and CLIENT'S request list (in print or email) for specific photographs. The CLIENT will be responsible for, or have someone designated, to identify people of whom specific photographs are desired. 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 photograph(s). The bride and or groom agree to set aside at least 30-minutes of time before the ceremony commencement of the wedding and a 45-minute time frame afterward for photographs that cannot be obtained during the wedding, including formal group shots. If the bride's or groom's late arrival prevents this 30-minute window from occurring the photographer shall not be held liable for failure to take desired photographs.

- III. COOPERATION:** The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. PROPOINT MEDIA PHOTOGRAPHY is not responsible if key individual's failure to appear or cooperate during photography sessions or for missed images due to details not revealed to PROPOINT MEDIA PHOTOGRAPHY. PROPOINT MEDIA PHOTOGRAPHY recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the wedding that they wish to have photographed.
- IV. SHOOTING TIME / ADDITIONS:** The photography schedule and selected methodology are designed to accomplish the goals and wishes of the CLIENT in a manner enjoyed by all parties. CLIENT and PROPOINT MEDIA PHOTOGRAPHY agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.
- V. HOUSE RULES:** The photographer is limited by the guidelines of ceremony official or reception site management. CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is CLIENT's responsibility; PROPOINT MEDIA PHOTOGRAPHY will offer technical recommendations only.
- VI. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS:** The photographs, digital negatives or prints produced by PROPOINT MEDIA PHOTOGRAPHY are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without PROPOINT MEDIA PHOTOGRAPHY explicitly written permission. The CLIENT must obtain written permission from and compensate PROPOINT MEDIA PHOTOGRAPHY prior to the CLIENT or its friends and relatives publishing or selling the photographs for profit.
- VII. MODEL RELEASE:** The CLIENT hereby grants to PROPOINT MEDIA PHOTOGRAPHY and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT 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 hereby releases PROPOINT MEDIA PHOTOGRAPHY and its legal representatives and assigns from all claims and liability relating to said photographs.
- VIII. EXCLUSIVITY / GUEST PHOTOGRAPHY:** It is understood that PROPOINT MEDIA PHOTOGRAPHY will be the exclusive and only contracted wedding photographer. The CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time the professional photographer is working. PROPOINT MEDIA PHOTOGRAPHY suggests that a separate notice be placed in the invitations. Because of time constraints and the need for subjects to give full attention to the professional photographer, guest photography cannot be permitted. PROPOINT MEDIA PHOTOGRAPHY will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar during the time the studio equipment is being packed up. Guest photography at the reception will be allowed at any time. In return for this consideration the photographer insists no other guest photography take place when or where PROPOINT MEDIA PHOTOGRAPHY is working.
- IX. COOPERATION:** The CLIENT is responsible for the conduct of their guests. The CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography as scheduled. The CLIENT should share the photography schedule with other service providers to make sure that there are no conflicts with times. In addition, events during the wedding day should be planned to make the best use of time from all vendors. PROPOINT MEDIA PHOTOGRAPHY will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography will seriously affect the quality of the photographs taken and increase the number of photos that must be created. If the CLIENT is unable to control the conduct of their guests or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. We understand that in such an event, no refunds will result.

- X. COMPLETION SCHEDULE:** Digital processing takes approximately 2-4 weeks; posting to online web gallery may take 4-6 weeks, but every effort is made to speed up this process. Creation of wedding composite prints will take 3-4 weeks, especially when laboratory and bindery schedules are heavy, but every effort to expedite this process will be made.
- XI. DIGITAL NEGATIVES:** CLIENT will receive all high resolution digital negatives on CD(s) or DVD(s) with purchase of a Bronze, Silver, Gold or Max Packages.
- XII. ADD-ON: ON-SITE STUDIO LIGHTING & BACKDROP SETUP:** A \$500 fee is added to the base package price in the event the CLIENT makes a request to have these additional accommodations made available for formal portraits, These portrait services will only be available for Bride, Groom, entire Bridal party and Bride & Groom's immediate family. Initial: _____
- XIII. PENALTY FEES & CHARGES:** There is a \$40 charge on checks returned for any reason. There is a \$35 late payment fee for any payments that are not postmarked or delivered to PROPOINT MEDIA PHOTOGRAPHY by the required date.
- XIV. RIGHT OF WITHDRAWAL:** ProPoint Media Photography's discovery of new information, changes, or other factors tending to circumvent its policies could result in its withdrawal. Non-cooperation; changes of locations, facilities or times available; missed appointments; bad or returned checks, or late payments are examples of contributing factors. Should the ProPoint Media Photography initiate the withdrawal, all fees and deposits will be returned, excepting fair market value for all services/products already provided. In case of withdrawal, \$75 an hour is billed for all photography services already provided, and \$20 an hour is billed for all other services, consultations, and all driving time, rounded up to the nearest half-hour. If the ProPoint Media Photography withdraws -- the CLIENT will not be billed for any services in excess of their deposits (except if deposit was in form of returned checks).
- XV. LIMIT OF LIABILITY:** In the unlikely event of severe medical, natural, or other emergency it could be necessary to retain a different photographer. PROPOINT MEDIA PHOTOGRAPHY 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. PROPOINT MEDIA PHOTOGRAPHY takes the utmost care with respect to exposure, transportation, and processing the photographs including using professional grade equipment and professional grade backup equipment. However, in the unlikely event those photographs have been lost, stolen, or destroyed for reasons within or beyond PROPOINT MEDIA PHOTOGRAPHY control, PROPOINT MEDIA PHOTOGRAPHY liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.
- XVI. PERFORMANCE:** The performance of this contract on behalf of PROPOINT MEDIA PHOTOGRAPHY shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and / or conditions beyond its control.
- XVII. SEVERABILITY:** If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.
- XVIII. AMENDMENTS:** This contract has been freely negotiated and shall be recognized as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the CLIENT and the studio at the time of this contract's signing shall be recognized as amendments to this contract.

XIX. PAYMENTS: CLIENT agrees that a \$_____ deposit is required at the time of contract signing and 100% of the remaining balance (including add-on services) is due at least 14 days prior to the event date.

The service fee of \$_____ for the _____ Package includes ____ hours of continuous photography coverage; from _____ o'clock to _____ o'clock. Photography services may (at the CLIENT'S discretion) commence one (1) hour prior to start of ceremony, which begins at _____ o'clock on _____, 20____. Additional hours of coverage beyond the signing of this agreement will be charged at \$150 per hr. (pro-rated at ½ hr. increments). Further payment of all necessary expenses (unless otherwise specified) such as custom composite photo development beyond what's included in package, parking, fuel, travel, hotel charges, etc., to be paid at the date of the event. Travel to/from ceremony and/or reception beyond 20 miles from home studio will be charged .49¢ per mile and shall be added to final balance due for photography package. Add-on service fees, such as for studio lights/backdrop setup, shall be added to final balance due for photography package.

I/we, the undersigned CLIENT(S), hereby warrant that I am/we are competent to contract in my/our own name(s). I/we confirm that I/we have read the herein agreement prior to its execution and I/we are fully familiar with the contents thereof. This agreement shall be binding upon us and our heirs, legal representatives and assigns.

Wedding Ceremony address: _____

Reception address: _____

Primary Contact Phone Number: () _____

<u>Client(s)</u>	<u>Photographer</u>
By: _____ [Bride/Printed Name]	By: _____ [Printed Name]
_____ [Groom/Printed Name]	
Signed by: _____ [Bride Signature]	(TITLE) _____
_____ [Groom Signature]	Signed by: _____ Dave Cyphert
_____ Today's Date	_____ Today's Date