

***Please type or clearly print all answers to requested information below. Print, initial all pages, and sign where indicated. Please return hard copy of this contract to photographer:**

6817 Minnow Drive, Indianapolis, Indiana 46237

A scanned copy (with signature) may also be sent through email to info@photogary.net

Contract Date:

This agreement is between _____ and _____
(hereinafter referred to as the "Clients"), and Gary W. Nelson, Owner/Photographer of photoGary.net (hereinafter referred to as "Photographer(s)").

Event Specifics

Date of Wedding:
Start Time:
Ceremony Time:
Ending Time:

Photographer should arrive at _____ and will depart no later than _____.

Client 1

Name:
Address:

Client 2

Name:
Address:

Email:
Phone:
Text OK?

Email:
Phone:
Text OK?

Shipping Address:

Ceremony

Name of Location:
Address:

Phone:

Reception

Name of Location:
Address:

Phone:

Additional Contacts

Additional Contact 1

Name:
Relationship:
Cell:
Text OK?

Additional Contact 2

Name:
Relationship:
Cell:
Text OK?

(Additional contacts must be able to be contacted on the day of the wedding to allow photographer to work without disturbing Clients. Texting is very helpful in open environments and can also help with remaining discrete in certain environments. Photographer may **not** be able to text during the ceremony)

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Price

Amount agreed upon (all inclusive): \$

Booking fee: 50% of Price

Booking fee is non-refundable and is due upon signing of this contract. Remainder of money shall be paid no later than _____. This is typically the date of the event.

In the unfortunate event that the wedding does not take place, photographer will not be required to refund the booking fee, and it will be considered honorarium for his time lost to other potential Clients. Final payment will not be required if event is canceled.

Should wedding details change, Photographer should be notified immediately. Re-booking times are not guaranteed. Photographer will make every attempt to work with the clients to reschedule. In the event that Photographer and Clients cannot agree on another date, all parties will part ways without any refund of booking fee (as stated above). Re-booking is *not* guaranteed.

Services of Photographer: Photographer will be present and take images of every aspect of the wedding, including the wedding party preparing, the ceremony, and reception. If wedding party would prefer privacy during preparation, Clients should inform Photographer and this portion will be omitted. Photographer will be present through reception up until all traditional events occur, should they occur. This would include cutting of the cake, first dances, throwing of the bouquet, etc. Photographer will check with Clients or Additional Contacts before leaving event. Specific requests shall be outlined in the **“Special Instructions”** form (at the end of this contract). This form will include names, locations, and types of photos to be taken. This will help alleviate any stress on all parties during the wedding. Photographer will do his best to honor all requests of Clients and guests (i.e. “Could you please take a photo of...”).

Photographer’s Role: Photographer will be dressed appropriately and will attempt to be as invisible as possible. It is the Photographer’s intention to blend in and be as unobtrusive as possible. In other words, unless otherwise requested, wedding party and guests should act normally and not try to “pose” for photographer. If clients wish to have posed photos in lieu of/combined with candid photos, please indicate in **“Special Instructions.”** It is this Photographer’s intention to capture the event without creating it.

This is YOUR day, and I am here to help you remember it without you remembering me!

Requirements of Photographer: The Clients agree to provide a meal for the Photographer if the length of attendance exceeds four hours. Parking at all venues should be provided for Photographer. This will include any special arrangements that need to be considered. Photographer should be afforded as much free access to venues as possible. This may include a time to scout location prior to wedding.

Confirmation: A signed “Contract for Wedding Photography Services” and payment of the booking fee are necessary to confirm the stated wedding services from the Photographer.

Pre-Wedding Consultation: This normally happens at the time of booking. The Clients will outline broadly what is required and the Photographer will advise on planning, logistics and

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timings where needed. If required, the Clients are welcome to consult with photographer (either in person, on the phone, or email) closer to the time of the wedding (about 2 weeks) to iron out the remaining details.

Cooperation: The Clients and the Photographer consent to happily cooperating and communicating with each other to achieve the best possible result within the understanding of this contract. We recommend that the Photographer be provided with a helper (Additional Contacts) who will point out key individuals to be photographed. The Photographer may also require the assistance in organizing family groups. The Clients also agree to give the Photographer sufficient warning of key events at the wedding to give the Photographer time to prepare e.g. Bouquet throwing, cutting the cake, speeches etc. Please note that not all guests at weddings like having their photo taken. In such cases the Photographer will use his discretion but cannot be held responsible for a lack of photos of these people.

The Schedule: Photographer's shooting schedule, style of working and experience are designed to achieve a great set of wedding photos for the Clients, accomplished with good humor and enjoyed by all concerned. Both the Clients and the Photographer(s) therefore agree that punctuality and cheerful cooperation are essential to producing outstanding photographic results. In cases where the wedding does not run on time (for example, extreme lateness by one of the Clients arriving to the church) we cannot guarantee to take normal set of photos although in such circumstances Photographer will do their absolute best to compensate.

Paparazzi Wedding Guests: Many of your guests will have digital cameras and all your guests will want to photograph the Clients. In the spirit of cheerful cooperation the Clients agree to give the Photographers precedence over the guests in order to take the photographs required for the wedding services described above. Photographer cannot be held liable for a lack of wedding photos if guests taking their own photos of the Clients continually interrupt the Photographer's work. In short, Photographer would like to reserve the right to be unimpeded in services at all times.

House Rules: Note the Photographer(s) is/are sometimes limited by rules imposed by registrars, ministers and venue management as to what can and cannot be done. For example, some ministers insist that no flash photography is allowed, and others will insist that the Photographers shoot from a specific location. In such circumstances the Clients agree to accept the technical limitations that may be imposed on the equipment used. We advise the Clients to make themselves aware of the rules of the venue concerned and if necessary negotiate with the personnel concerned. If there are any known restrictions, Photographer should be notified immediately.

Copyright Law: The copyright of photographs remains with the Photographer. The Photographer grants the Clients permission to make copies of the images under the following conditions:

- The images taken by the Photographer are for personal use by the Clients and their friends and relatives.
- Sale, Publication or any Commercial use of the photographs is not allowed without prior written permission from the Photographer.

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- Certain alterations of images is strictly prohibited in order to retain Photographer's intellectual property rights. Skin smoothing, color desaturation ("Instagram" look),
- Posting of images online (Facebook, Instagram, etc) is acceptable, but proper photo credit should be given to Photographer through tagging.

Delivery of Images: Digital copies of *all usable images* will occur within 90 days of the event. This will be done by way of a user-consumable flash drive that will be provided by Photographer. These images will be edited and color corrected for accuracy. Photographer will not crop images unless deemed necessary to maintain photographic integrity. Photographer understands that Clients should have the right to crop as they wish. If Clients wish to have Photographer intentionally crop each image for printing, this can be done for an additional \$100 for all usable images.

Retouching: Should close up portraits be taken and slight retouching be necessary (for minor blemishes), Photographer will do this **at no extra cost**. If, upon delivery, Clients wish to have some images retouched, this can be provided at an additional charge \$20 per image. Photographer does not subscribe to societal fads that include intentional body changing, skin smoothing, or desaturation of colors. Client should understand that integrity is important to realism of the event.

Prints: Prints are not typically offered by this photographer. However, if Clients wish to have prints made of their images, Photographer will be happy to do so for a nominal fee. This fee will include printing price for each individual image plus a fee per image.

Model Release: The Clients grant the Photographer and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the Clients for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The Clients hereby release the Photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

Warranty of Images: Photographer warrants all digital images against damage or loss. Should your images be lost or damaged beyond use, Clients may contact photographer for a free replacement of images. Prints, if requested, are not protected by this agreement. (see **Limit of Liability** for more information)

Limit of Liability: If a photographer is too ill, becomes injured, or due to unforeseen reasons cannot supply the wedding services specified above, Photographer will attempt to book a replacement wedding photographer. Under some circumstances, an auxiliary photographer ("Second Shooter") may accompany photographer. Photographer will determine if Second Shooter is capable of fulfilling the requirements of this contract. If both photographers are unavailable and a replacement photographer cannot be found, then liability is limited to a refund of any payments received. The Photographers have working methods in place to prevent loss or damage to your archived images (see **Warranty of Images**). However, there is the unlikely possibility that images may be lost, stolen or destroyed for reasons in or beyond Photographer's

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control. If Clients request replacement images and those images cannot be produced for any reason, no refunds will be given. Ultimately, it is up to the Clients to protect their digital images.

Booking Fee/Deposit: In the event of the Clients cancelling the wedding for whatever reason the booking fee is non-refundable. It will be considered as liquidated damages to the Photographer(s). We have understood the contents of this contract and agree to the terms therein.



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Special Instructions

This section is intended to be used by the Client(s) to inform photographer of specific and/or special provisions that must be taken into consideration for the event. This section should include discussion/description of photos Clients would like to be taken, as well as location of and time for photos to be taken (i.e. "Before wedding, in grassy area behind Church.") This should also include a second location indoors should location be outside (for inclement weather purposes). Please note: Photographer cannot shoot outdoors in the rain. Also, Client should tell of specific persons they wish to have in photos (i.e. "Bride with grandparents, Groom with Godfather, Flower Girl with Ring Bearer, etc."). This would be best described in a numbered list and (if possible) in order of importance. Please keep in mind that, in order to minimize wait times, persons who are only in one or two photos should be shot first (i.e. Grandparents, flower girl, etc.) and then allowed to leave. Please, also inform photographer of whether or not you wish to have photos of Clients and party preparing for wedding. Be sure to include addresses of preparation areas and any special travel instructions if necessary.



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We, the Clients, take full responsibility for the understanding and agreeance of the fore mentioned information. We guarantee that the above information is true and correct. We also agree that if any changes occur after the signing of this contract, it could forfeit any and all deposit monies (see above sections) given. If changes (venue, time, date, etc) do occur, we agree to inform Photographer immediately. As mentioned above, we understand that re-booking is not guaranteed, but Photographer will make all humanly possible attempts to rectify situation.

Client #1 Printed Name

Client #1 Signature

Date

Client #2 Printed Name

Client #2 Signature

Date

Photographer Signature

photoary
[fun-t] Deposit Paid: Amount/Method .net

Date Paid

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