



Wedding/Event Contract Terms & Agreement

Updated 2010

_____ **Entire Agreement:** This agreement contains the entire understanding between “Terry Lynn Reimer Photography” (aka TLR Photography) and THE CLIENT _____. It supersedes all prior and simultaneous agreements between the parties. The only way to change the agreement is to do so in writing, and providing the document is signed and dated by all the relevant parties.

_____ **Reservation of Date and Time:** Upon your signature and payment of the non-refundable deposit (usually 25% of total package price), “TLR Photography” will reserve the time and date agreed upon, and will not make other reservations for that time and date. If the date changes and creates a conflict to the photographer, client will forfeit the non-refundable deposit. If the date change does not create any conflict with the photographer’s schedule and is scheduled immediately with the approval of the photographer, the deposit will be applied to new date. The non-refundable deposit must be paid at the signing of the contract agreement. The remainder of the package price must be paid according to contract agreement and schedule.

_____ **Cancellation:** In the event that the Client cancels the contracted services by “TLR Photography” for wedding/event photography outlined in this contract before the wedding ceremony takes place, any payments made to photographer up to that date will be forfeited.

_____ **Pre-Event Consultation:** The parties agree to a pre-event consultation 30 days prior to the wedding date in order to finalize the actual shooting times, locations, details necessary for carrying out said services.

_____ **Event Guide:** The client will be responsible for identifying people/objects of whom/which 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 or gathering people for the photographs. It will be the clients responsibility to give the photographer a list of types of pictures/poses, etc they want prior to the wedding day. If none is supplied, photographer is not accountable for non-photographed persons/items.

_____ **Pose Photography:** The client agrees to set aside a 60-90 minute time frame before or after the wedding ceremony to obtain desired wedding party & portrait style photographs. In the event that the bride or groom are late, and the time frame for Pose Photography is cut short or non-existent, the photographer will not be held accountable for failure to take desired photographs.

_____ **Cooperation:** The parties agree to positive cooperation and communication for the best possible results within the definition of this assignment. "TLR Photography" is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to "TLR Photography". "TLR Photography" recommends that the client designate an event guide to point out important individuals to the photographer, who the client wishes to include in formal or candid photographs.

_____ **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 involved. The client and "TLR Photography" agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, "TLR Photography" will not be held liable for any photographs not taken.

_____ **House Rules:** The photographer is limited by the guidelines of the ceremony official or the reception site management. The client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is the client's responsibility; "TLR Photography" will only offer technical recommendations.

_____ **Digital Negatives, Prints, and Copyrights:** The photographs, digital negatives (CDS, DVDS) or prints produced by "TLR Photography" are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without "TLR Photography's" explicit written permission. Upon final payment by the client, limited copyright ownership of the resulting images will be transferred to the client under the following conditions:

- *The CD/DVD/Prints/Enlargements are the property of the client for personal use only.
- *Distribution to friends and family of said items is allowed for personal purposes only.
- *The client must obtain written permission from and compensate "TLR Photography" prior to an event where the client or client's friends or relatives publish or sell the photographs for profit.
- *Due to the uncertainty of printers and dyes, "TLR Photography" will not guarantee the quality or longevity of prints made by the client using the CD.

*CDs are not covered under the 7 day money back guarantee because they can be copied. Each CD has a \$300 value and will be retained by "TLR Photography" in the event of a refund.

*"TLR Photography" will take the utmost care to store the clients original images indefinitely; however, will not be responsible or liable if any images are lost due to fire, severe weather, act of God, equipments failure or any other event in or out of the control of the photographer.

*"TLR Photography" reserves the right to decide to dispose of the images for any reason at any time, but will attempt to contact the client and offer the originals for sale before disposal. It is the client's responsibility to keep contact information up to date with the photographer.

_____ **Model Release:** The client hereby assigns and grants "TLR Photography" and its legal representatives 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 or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The client hereby releases "TLR Photography" and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that "TLR Photography" may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display, publications, books, editorial, studio display, television, magazine and any other purpose though proper by "TLR Photography"

_____ **Exclusivity/ Guest Photography:** It is understood that "TLR Photography" will act as the sole and exclusive wedding/event photographer. The formal photography time is for the exclusive use of "TLR Photography" to capture the formal wedding/event portraits. If guest photography is permitted by the client, "TLR Photography" will not be held liable for any photographs ruined because of guests flash and or subject's full attention not on the professional photographer. "TLR Photography" will allow guests to take snapshots during the processional and recessional, during candid events at the church and at the reception. No other professional photographers using professional equipment will be allowed by "TLR Photography" at any time during the wedding/event/reception. "TLR Photography" reserves the right to stop any photographic services paid for and leave the function should any other professional photographer take photographs with any professional equipment- with the deposit being forfeited.

_____ **Guest 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 sessions as scheduled. The Client should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding/event day should be planned to make the best use of time from all vendors. "TLR 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 or vendor conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If the client is unable to control the conduct of their guests or vendors, resulting in an unacceptable degree of misconduct, 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. The client understands that in such an event, NO REFUNDS will be granted.

_____ **Completion Schedule:** The digital processing for editing and burning of images to CD/DVD can take approximately 4 weeks. Creation of photo albums/books takes approximately 2-3 months. Enlargements can take approximately 2-3 weeks from time of order.

_____ **Payments:** The client agrees that 25% of total package price is due at time of contract acceptance. The client agrees to payment schedule as planned out by photographer. Any late fees will apply to balances due and any returned checks will be assigned a fee of \$35 per occurrence.

_____ **Final Delivery:** No part of any order, including previews, will be delivered until the balance is paid in full. If pre-wedding/event deposits are not paid in full 5 days before the wedding/event date this contract will be void and services will not be rendered and all deposits will be non-refundable. In the event that the undersigned shall fail to finalize this contract by completing payments and or ordering their package, within 90 days from the date of the wedding, it is understood that the proofs become the finished order and the original package as stated above will be considered void and all package deposits will be forfeited and non-refundable.

_____ **Right of Withdrawal:** "TLR Photography's" discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent it policies may result in its withdrawal. Non-cooperation, changes in locations, facilities or available times, missed appointments and late payments are examples of contributing factors. Should "TLR Photography" initiate the withdrawal, all fees will be returned, excluding the deposit as well as fair market value for all services/products already provided.

_____ **Limit of Liability:** In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. "TLR Photography" will make every effort to secure a replacement photographer able and or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a 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. "TLR Photography" take the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event the client's photographs being lost, stolen or destroyed for reasons within or beyond "TLR Photography's " control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. 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. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes and the way the image is displayed by the client, and client releases photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

_____ **Non-Guarantee:** Although every possible care will be taken to produce photographs of all important and special events during the wedding/event, "TLR Photography" cannot place an

unconditional guarantee on the above. "TLR Photography" will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside the "TLR Photography's" control. "TLR Photography" will not guarantee specific posed or candid shots due to the uncertainty of photographic equipment. The photographer will only guarantee the amount of proofs stated in the package chosen by the client.

_____ **Performance:** If "TLR Photography" cannot perform this contract due to fire or other casualty, strike, act of God, or other causes beyond the control of the parties, or due to a personal illness of the photographer or emergency, then the photographer shall return the deposit to the client but shall have no further liability with respect to the contract. This limitation on liability shall also apply in the event the 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.

_____ **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.

_____ **Amendments:** This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by the client and "TLR Photography" at the time of acceptance of this contract shall be recognized as amendments to this contract.

_____ **Meals:** "TLR Photography" requires that the client provide a suitable meal for the photographer if the contract time is more than 6 hours in length. If the client does not want to provide a meal, a 30 minute time period must be scheduled for the photographer to procure a suitable meal.

_____ **Travel:** A \$50.00 travel fee is charged for events more than 30 miles distance from studio and a \$250.00 fee (or other acceptable fee) is charged for events more than 60 miles from studio.

_____ **Start/Stop Times:** The hourly photographic fee starts when "TLR Photography" arrives at a site to start setting up equipment and runs continuously until package time runs out.

_____ **Rehearsal Attendance:** Because it is not always possible for "TLR Photography" to attend some rehearsals due to other bookings, distance, etc. this should be discussed and planned for accordingly prior to the rehearsal.

_____ **Wedding Photography:** "TLR Photography" will do their best to capture the day in a manner that is pleasing to the clients. "TLR Photography" is not responsible for capturing images that aren't requested or provided through event documentation.

Model Release (required): We hereby assign full copyright of the photographs taken of us and our event by TLR Photography/Terry Lynn Reimer including full reproduction rights. TLR Photography has unrestricted usage of these images that include our likeness for any commercial use including

promotional and advertising with or without manipulation or retouching. Such uses include, but are not limited to, online photo galleries, etc. We declare that we have read carefully, agreed to, and fully understood the above statements and the contract contents.

Bride's Name _____

Bride's Signature _____ Date _____

Address of Bride _____

Contact Phone NO. (Bride) _____

Email (Bride) _____

Groom's Name _____

Groom's Signature _____ Date _____

Address of Groom _____

Contact Phone NO. (Groom) _____

Email (Groom) _____

Package Selected _____

Additional Services Required _____

Package Cost _____ Deposit Received _____

Date of Event _____ Time of Wedding Ceremony _____

Location of Event _____

Location of Reception _____

Time of Reception _____

Name of Wedding Planner _____ Phone NO. _____

Photographer Signature/Name _____ Date _____

Additional Notes: _____
