

WEDDING PHOTOGRAPHY AGREEMENT

This Wedding Photography Agreement (hereinafter, the “Agreement”) is made and entered into as of the ___ day of _____, **20** (the “Effective Date”), by and between:

1. **[Photographer’s Legal Name]** of **[Photographer’s Business Name]**, located at **[Photographer’s Business Address]** (hereinafter, the “Photographer”),

and

2. **[Client Name(s)]**, located at **[Client Address]** (collectively and individually, the “Client” or “Clients”).

Photographer and Clients may be referred to herein individually as a “Party” and collectively as the “Parties.”

1. Scope of Services

1.1 Event Details

- **Wedding Date:** [Date of the Wedding]
- **Coverage Start Time:** [Start Time]
- **Coverage End Time:** [End Time] (approximately [X] hours of continuous coverage)
- **Wedding Venue(s):** [Ceremony Location], [Reception Location], and any additional locations as mutually agreed.

1.2 Services to Be Provided

Photographer shall provide professional wedding photography services on the Wedding Date, capturing key events such as the ceremony, reception, formal portraits, candid moments, and any other agreed-upon elements, consistent with the Photographer’s style.

1.3 Deliverables

- **Photographs:** Photographer will deliver approximately [X] edited, high-resolution digital images in JPEG format.
- **Delivery Method:** Images shall be delivered via [online gallery/USB/other], accessible for download by the Clients.
- **Timeline:** Final edited images will be delivered within approximately [X] weeks following the Wedding Date, barring unforeseen circumstances.

- **Additional Products (if applicable):** [E.g., engagement session, prints, album, second photographer] are included per the package details outlined in **Exhibit A** or as otherwise described in writing.

1.4 No Raw Files

Unless otherwise agreed in writing, no Raw or unedited files will be provided to the Clients.

2. Fees and Payment Terms

2.1 Total Fee

The total fee for the wedding photography services described herein is **#[Total Fee]** (the “Total Fee”). Any required state or local sales tax [is included in/is excluded from] this amount, and will be [added separately / included] in the final invoice as applicable under local law.

2.2 Retainer

A non-refundable retainer of **#[Retainer Amount]** (the “Retainer”) is due upon signing this Agreement to secure the Wedding Date. The Wedding Date will not be reserved until the Retainer is paid in full. The Retainer shall be applied to the Total Fee.

2.3 Remaining Balance

The remaining balance of **#[Total Fee – Retainer]** is due no later than [X days before the Wedding Date / on the Wedding Date / on another specified date]. In the event the Client fails to timely pay the remaining balance, Photographer may, at its sole discretion, deem the Agreement cancelled by Client, subject to the cancellation provisions herein.

2.4 Overtime Charges

If the Clients request and Photographer agrees to extend coverage beyond the agreed-upon end time, an overtime rate of **#[Hourly Overtime Rate]** per hour shall apply, payable prior to delivery of the final images.

2.5 Accepted Payment Methods

Payments may be made via [cash, check payable to ____, credit card, electronic transfer, etc.]. A fee of **#[X]** shall apply for any returned checks or chargeback fees assessed without legitimate cause.

3. Copyright and Usage Rights

3.1 Photographer’s Copyright

All photographs taken by Photographer are the exclusive property and copyright of the Photographer, who may register such copyrights with the U.S. Copyright Office at its discretion. Nothing herein shall be interpreted as a transfer of the underlying copyrights to the Client.

3.2 License to Client

Upon full payment of all fees due under this Agreement, Photographer grants to the Client a perpetual, non-exclusive, non-transferable license to use the delivered images for personal, non-commercial purposes, including but not limited to printing, sharing on social media, and displaying at home. The Client shall not sell, license, or otherwise monetize the images without Photographer's express written permission.

3.3 Prohibition on Alterations

Except for minor cropping or color filters for personal social media use, the Client shall not substantially alter, edit, or retouch the delivered images without Photographer's prior written consent. Should the Client require additional or significant retouching, the Client shall request such services from the Photographer subject to an additional fee.

3.4 Third-Party Usage

Vendors or other third parties (e.g., wedding planners, venues, caterers) wishing to use the images for commercial or promotional purposes must obtain permission directly from the Photographer. The Client is not authorized to grant usage rights to any third party for commercial or promotional use.

4. Cancellation, Rescheduling, and Refunds

4.1 Cancellation by Client

- **Written Notice:** The Client must provide written notice of cancellation to the Photographer.
- **Retainer:** The Retainer is non-refundable and shall be retained by the Photographer if the Client cancels at any time for any reason.
- **Additional Cancellation Fee:** If cancellation occurs within [X days/weeks] of the Wedding Date, the Client shall pay Photographer an additional sum of **[\$[Amount or %]** to compensate for the likely inability to rebook.
- If the Client fails to appear on the Wedding Date or the event does not proceed without prior notice, such non-appearance shall be considered a last-minute cancellation.

4.2 Cancellation by Photographer

In the unlikely event that Photographer must cancel due to illness, emergency, or other unforeseen circumstances beyond its control, Photographer shall promptly inform the Client and make reasonable efforts to secure a suitable replacement with a similar style and price range, subject to Client's approval. If no replacement is available or the Client declines a proposed replacement, Photographer shall refund all monies paid by the Client, including the Retainer, and shall bear no further liability.

4.3 Rescheduling

If the Wedding Date is rescheduled and Photographer is available on the new date, all payments received shall transfer to the rescheduled date, provided that the new date is within [X months] of the original date. If Photographer is not available or the Client reschedules multiple times, Photographer may treat it as a cancellation or require an additional retainer.

5. Force Majeure and Unforeseen Circumstances

5.1 Force Majeure

Neither Party shall be liable for failure to perform its obligations under this Agreement where such failure is due to unforeseen events beyond its control, including but not limited to acts of God, natural disasters, war, government regulations, labor strikes, epidemics/pandemics, and other events of similar nature. If the Wedding Date is impacted by such a force majeure event, the Parties shall use best efforts to reschedule. If rescheduling is impossible, any refunds, beyond the non-refundable Retainer, will be addressed in good faith.

5.2 Equipment Failure or Malfunction

Photographer shall take reasonable measures to ensure the proper functioning of equipment. However, in the unlikely event that any or all of the images are lost, stolen, or rendered unusable due to equipment failure, theft, or other circumstances beyond the Photographer's control, Photographer's liability shall be limited in accordance with the "Limit of Liability" clause herein.

6. Delivery Timeline and Editing

6.1 Delivery of Images

Photographer shall deliver the final edited images within approximately [X] weeks after the Wedding Date, unless delayed by factors beyond Photographer's control. A limited "sneak peek" gallery or preview may be delivered earlier at Photographer's discretion.

6.2 Editing and Retouching

All delivered images will undergo standard editing, including color correction and exposure adjustments. Extensive retouching, composites, or special editing requests are not included unless specified in writing and may incur additional fees, subject to a separate agreement.

6.3 Client Review and Archive

- **Client Review:** The Client shall review the delivered images and notify Photographer within [X days] of any technical issues.

- **Archival of Images:** While the Photographer may archive the final images for up to one (1) year, the Photographer is not obligated to retain or archive them beyond that period. The Client is responsible for securely downloading and backing up the files upon delivery.

7. Model Release (Portfolio Use)

7.1 Portfolio and Marketing

By signing this Agreement, the Client grants the Photographer a non-exclusive, worldwide, perpetual license to use, reproduce, and display the images in Photographer's portfolio, website, social media, marketing materials, and in professional competitions or publications, provided such use is tasteful and not reasonably likely to cause harm or distress to the Client.

7.2 Privacy Concerns

If the Client has specific privacy concerns or wishes to restrict certain uses, the Client shall notify Photographer in writing prior to execution of this Agreement or as soon as the concerns arise. Absent any written restrictions, this Model Release section shall govern.

8. Limit of Liability and Indemnification

8.1 Limit of Liability

Except in cases of willful misconduct or gross negligence, the Photographer's aggregate liability for any claim arising under this Agreement shall not exceed the total amount paid by the Client. This limitation includes any claim for damages, loss of images, or failure to deliver.

8.2 Indemnification

- **By Client:** The Client shall indemnify, defend, and hold harmless the Photographer, its agents, and employees from any and all claims, damages, liabilities, and costs (including attorney's fees) arising out of or related to any act, omission, or negligence by the Client or its guests that results in harm to persons or property, including damage to or theft of the Photographer's equipment.
- **By Photographer:** The Photographer shall indemnify, defend, and hold harmless the Client from any and all claims arising from the Photographer's willful misconduct or gross negligence that directly results in personal injury or property damage.

8.3 Venue Restrictions / Guest Interference

Photographer shall not be held responsible for coverage missed due to venue-imposed restrictions, officiant-imposed restrictions, or guest interference (e.g., individuals stepping into the shot).

8.4 Safe Working Environment

Photographer may cease performance if a situation arises that is unsafe (e.g., violent behavior, extreme weather). Photographer shall not be liable for any missed coverage under such circumstances.

9. Miscellaneous Provisions

9.1 Entire Agreement

This Agreement, together with any addenda or exhibits specifically referenced herein and signed by the Parties, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, whether written or oral. No amendment or modification to this Agreement shall be binding unless in writing and signed by both Parties.

9.2 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of [Your State]. Any disputes or claims arising hereunder shall be subject to the exclusive jurisdiction of the state and/or federal courts located in [County, State], and each Party consents to the jurisdiction of such courts.

9.3 Severability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed or revised, and the remaining provisions shall remain in full force and effect.

9.4 Assignment

The Client may not assign or transfer this Agreement to a third party without the written consent of the Photographer. Photographer may assign or subcontract its obligations hereunder to a competent third party in the event of an emergency or incapacity.

9.5 Notices

Any notice or communication required or permitted under this Agreement shall be made in writing and delivered via email with confirmation of receipt or via certified mail to the addresses listed herein, or as otherwise designated in writing by one Party to the other.

9.6 Authority

Each Party represents and warrants that it has the legal power and authority to enter into and fully perform this Agreement.

10. Signature and Acceptance

By signing below, the Parties acknowledge that they have read, understood, and agree to all terms and conditions of this Wedding Photography Agreement.

Client(s):

Signature: _____

Print Name: [Client 1 Name]

Date: _____

Signature: _____

Print Name: [Client 2 Name (if applicable)]

Date: _____

Photographer:

Signature: _____

Print Name: [Photographer's Name]

Date: _____

Exhibit A (Optional)

- **Package/Services Breakdown**

- Total Hours of Coverage: [X hours]
- Engagement Session: [Yes/No]
- Second Photographer: [Yes/No]
- Prints: [Number or type included]
- Album: [Description]
- Additional Services: [List]

- **Fee Schedule**

- Total Fee: \$[Total Fee]
- Retainer: \$[Retainer Amount] (non-refundable)
- Remaining Balance: \$[Balance Amount], due [Date]