

Zeb Wainwright Photography
WEDDING PHOTOGRAPHY CONTRACT

360.941.5191
www.zebwainwright.com
photos@zebwainwright.com

Wedding date: _____

Wedding location(s): _____

Reception Location(s): _____

Bride: _____

Home phone: _____

E-mail: _____

Cell phone: _____

Address: _____

Groom: _____

Home phone: _____

E-mail: _____

Cell phone: _____

Address: _____

Selected package and add-ons: _____

Price: _____

ENTIRE AGREEMENT: This agreement contains the entire understanding between Zeb Wainwright 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.

RESERVATION: Upon your signature, Zeb Wainwright 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 \$250.00 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. CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due two weeks before the Wedding Day. CLIENT agrees if the balance is not paid by this time, Zeb Wainwright will NOT photograph the Wedding Day described on the contract with no liability to Zeb Wainwright Photography and loss of Reservation Deposit by CLIENT.

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 writing) 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 40-minutes of time before the ceremony commencement of the wedding and a 40-minute time frame afterward for photographs that cannot be obtained during the wedding including group shots. If the bride 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.

COOPERATION: The parties agree to cooperation and communication for the best possible result within the definition of this assignment. Zeb Wainwright 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 Zeb Wainwright Photography. Zeb Wainwright recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer (see above) during the wedding that they wish to have photographed.

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 Zeb Wainwright Photography agree that cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.

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; Zeb Wainwright will offer technical recommendations only.

DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by Zeb Wainwright are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Zeb Wainwright's explicitly written permission. The CLIENT must obtain written permission from and compensate Zeb Wainwright prior to the CLIENT or its friends and relatives publishing or selling the photographs for profit.

MODEL RELEASE: The CLIENT hereby grants to Zeb Wainwright 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 Zeb Wainwright Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that Zeb Wainwright will be the exclusive and only wedding photographer. The CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted when the photographer is working. Zeb Wainwright 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 photography equipment is being packed up. Guest photography at the reception will be allowed at any time.

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 clients 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. Zeb Wainwright 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. CLIENT agrees that they are responsible for any equipment damages that occur due to guest misconduct.

COMPLETION SCHEDULE: Digital processing takes approximately two weeks. Wedding proofs will be available to view online within 14 days, and a CD or DVD containing the photographs will be mailed to CLIENT within two weeks.

PAYMENTS: CLIENT agrees that a \$250 deposit is required at the time of contract and 100% of the remaining balance is due two weeks prior to the event date.

PURCHASE OF DIGITAL NEGATIVES: All wedding packages of Zeb Wainwright include one set of final high resolution digital files (negatives), which will be available no later than two weeks after the wedding.

RIGHT OF WITHDRAWAL: The studio'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 studio initiate the withdrawal, all fees and deposits will be returned, excepting fair market value for all services/products already provided. In case of withdrawal, \$65 an hour is billed for all photography services already provided, and \$50 an hour is billed for all other services, consultations, and all driving time, rounded up to the nearest half-hour. If the studio withdraws -- the client will not be billed for any services in excess of their deposits (except if deposit was in form of returned checks).

LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergency it could be necessary to retain a different photographer. Zeb Wainwright 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. Zeb Wainwright 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 Zeb Wainwright control, Zeb Wainwright 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.

PERFORMANCE: The performance of this contract on behalf of Zeb Wainwright 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.

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, 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.

SIGNATURES: By signing of this contract, the photographer and the clients agree to all terms and conditions stated in said contract.

Zeb Wainwright: _____ Date: _____

CLIENT (Bride): _____ Date: _____

And/or

CLIENT (Groom): _____ Date: _____