

API Artek Photography

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Wedding Photography Contract

This agreement contains the entire understanding between Artek 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. If the parties want to waive one provision of this agreement that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

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; Artek Photography will offer technical recommendations only.

In order to ensure that the pictures desired by the couple is recorded and preserved for them, and to lessen the possibility of equipment or photographer error, there are some poses and group shots that will be taken multiple times *and or* with multiple cameras. This is done to ensure that if a person blinks, distractions in the background are not initially seen, hair, clothes or equipment (camera, flash, or some other item) fails to work as expected another image or different camera has also recorded a similar image onto digital medium. This means that there will be multiple similar images delivered to the client and should be expected.

- Group photos will require more images be taken than a couple so as to ensure that a great image is captured
- The larger and longer the wedding event is the more digital medium is used due to the "insurance" nature of taking multiple images.
- Multiple cameras. When photographs are taken with two different cameras, each one will have a different type of lens on them it. This results in slight perspective changes (wide angle on one camera, telephoto lens on the other for example) and thus also more variety to choose from while performing the "insurance" function at the same time.
- Multiple images with same camera. When this is done, especially on group shots, two or three similar images will occur in a row. Different camera settings is sometimes used to ensure proper exposure which may not always be seen by machine processed prints which "auto" corrects for different exposures.
- Photographer mistakes are not hidden from the couple. Since all digital medium and prints are given to them any exposure, framing, focusing mistakes is also seen and received. This occurrence, though not wanted by the photographer, is guaranteed to occur due to statistics of mechanical, human and situational errors that cannot be overcome. As such the couple should realize that, on average, 5% of frames will be unusable due to any variety of reasons. However, lots of these images can be "fixed" using digital editing techniques.

EXHIBITION: CLIENT grants Artek Photography permission to display selected images resulting from this assignment as an example of Artek Photography work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

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

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill to photograph the event, Artek 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. Artek Photography takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event those photographs have been lost, stolen, or destroyed for reasons within or beyond Artek Photography's control, Artek 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.

SECURITY DEPOSITS: In the event of cancellation within 180 days of scheduled date of the wedding, the deposit paid is **non-refundable**. It shall be liquidated damages to Artek Photography in the event of a breach of contract by CLIENT. The CLIENT shall also be responsible for payment to Artek Photography for any special materials charges incurred up to time of cancellation.

COMPLETION SCHEDULE: CD creation from the resulting images takes ten days, creation of wedding albums 12-14 weeks, enlargements 3-4 weeks, and possibly longer due to laboratory schedules.

PAYMENTS: CLIENT agrees to timely payment. 25% due at the signing of contract, remaining balance ten (10) days before the wedding day.

Weather conditions, time restrictions, church restraints, lighting conditions and lack of subject co-operation are just some of the factors that make wedding photography an imperfect science. Please be assured that we are anxious to give you the best possible wedding photography, but good photography does not happen automatically. It will take your co-operation and teamwork to help us in this quest.

Since we know that you do not want to interfere with the success of your wedding photographer, *we ask that no friend or relative* takes pictures your Artek photographer sets up. Please ask them to enjoy the wedding as a guest, not as another photographer.

All Artek Photography photographs are copyrighted. Please make checks payable to: ARTEK PHOTOGRAPHY

Date of Wedding ___/___/_____

Bride's Name _____ Groom's Name _____

Place of Ceremony (address) _____

Place of Reception (address) _____

Billing Party Name _____ Tel. _____ email _____

Address _____

Photography Fee: \$ _____ package/or hourly rate. Package: _____

We ask for a 25% deposit with this contract. Deposits on wedding photography are not refundable if cancellation occurs within 180 days of the scheduled date of the wedding.

Deposit of \$_____ paid.

Bride's or Groom's Signature _____ Date ___/___/2009

Photographer's Signature _____ Date ___/___/2009