

Wedding Photography Services Agreement

THIS AGREEMENT is made as of _____ (the “Effective Date”) between _____ (“Client”) and A New View Photography, LLC (“Photographer”).

1. Engagement of Photographer

1.1 **Services.** Subject to the terms set out herein, Client engages Photographer to provide, and Photographer agrees to provide, the photography services described in this Section 1.1 (the “Services”) in connection with the wedding of and Client's partner (the “Wedding”).

Date of Wedding: _____

Location of Wedding: _____

Description of Services:

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As part of the Services, the Photographer will produce or take similar action to create materials from Images and provide related deliverables (as set out above) pursuant to the provision of the Services (“Work Product”). “Images” means photographic material, whether still or moving, created by Photographer pursuant to this Agreement and includes, but is not limited to, transparencies, negatives, prints or digital files, captured, recorded, stored or delivered in any type of analogue, photographic, optical, electronic, magnetic, digital or any other medium.

1.2 **Exclusivity.** Client acknowledges and agrees that Photographer will be the exclusive provider of the Services in coverage of the Wedding, unless otherwise agreed to by the parties in writing.

3.3 **Waiver.** Client (on behalf of himself/herself and any other participant whose image or recording may be captured by the Services) hereby waives all rights and claims, and releases Photographer from any claim or cause of action, whether now known or unknown, relating to the sale, display, license, use and exploitation of Images pursuant to this Agreement.

4. Photographer Responsibilities

4.1 **Equipment.** Client will not be required to supply any photography equipment to Photographer.

4.2 **Manner of Service.** Photographer will ensure that the Services are performed in a good, expedient, workmanlike and safe manner, and in such a manner as to avoid unreasonable interference with Client's activities.

4.3 **Photography Staff.** Photographer will, and will ensure that all Photography Staff (employees, assistants or other parties engaged by Photographer to assist with the Services):

- comply with the reasonable directions of Client from time to time regarding the safety of attendees at the Wedding and applicable health, safety and security requirements of any locations where the Services are provided;
- ensure that Work Product meets the specifications set out in Section 1.1 in all material respects.
- Photographer will be responsible in every respect for the actions of all Photography Staff.

5. Artistic Release

5.1 **Consistency.** Photographer will use reasonable efforts to ensure that the Services are produced in a style consistent with Photographer's current portfolio, and Photographer will use reasonable efforts to consult with Client and incorporate any reasonable suggestions.

5.2 **Style.** Client acknowledges and agrees that:

- Client has reviewed Photographer's previous work and portfolio and has a reasonable expectation that Photographer will perform the Services in a similar style
- Photographer will use its artistic judgement when providing the Services, and shall have final say regarding the aesthetic judgement and artistic quality of the Services; and
- Disagreement with Photographer's aesthetic judgement or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

6. Term and Termination

6.1 **Term.** This Agreement will begin on the Effective Date and continue until the latter of (i) the date where all outstanding Fees under this Agreement are paid in full; or (ii) the date where all final Work Product has been delivered (“**Term**”).

6.2 **Cancellation.** Client may terminate the Agreement (“**Cancellation**”) and/or reschedule the Services (“**Rescheduling**”) by providing Photographer with written notice no later than **[30 days]** before the original date of the Wedding (the “**Minimum Notice**”). Client acknowledges and agrees that Client is not relieved of any payment obligations for Cancellations and Rescheduling unless the Minimum Notice in accordance with this Article 6 is duly provided or unless the parties otherwise agree in writing.

6.3 **Rescheduling.** In the event of Rescheduling, Photographer will use commercially reasonable efforts to accommodate Client’s change. If Photographer is not able to accommodate Client’s change despite using commercially reasonable efforts, the parties agree that such Rescheduling will be deemed as Cancellation by Client and that Photographer will be under no obligation to perform the Services other than on the original date of the Wedding.

6.4 **No Refund.** Client acknowledges and agrees that Cancellation by Client will not result in a refund of any fees paid on or prior to the date of Cancellation by Client.

6.5 **Replacement.** In the event that Photographer is unable to perform the Services, Photographer, subject to Client’s consent, which is not to be reasonably withheld, shall cause a replacement photographer to perform the Services in accordance with the terms of this Agreement. In the event that such consent is not obtained, Photographer shall terminate this Agreement and shall return the Deposit and all fees paid by Client, and thereafter shall have no further liability to Client.

7. Ownership of Work Product by Photographer

7.1 **Ownership of Work.** Photographer will own all right, title and interest in all Work Product. Client (on behalf of itself and any attendees at the Wedding) hereby grants Photographer and any of its service providers an exclusive, royalty-free, worldwide, irrevocable, transferable and sublicensable license to use any materials created by Client or attendees, during the performance of the Services, that may be protected by copyright or any intellectual property rights (“**Wedding Materials**”) as part of any Work Product or in connection with the marketing, advertising or promotion of Photographer’s services, including in connection with Photographer’s studio, portfolio, website or social media, in any format or medium. Client acknowledges and affirms that no other person or entity has any rights that may prevent or restrict Photographer from using Wedding Materials as provided herein.

8. Limited License to Client

8.1 **Personal Use.** Photographer hereby grants Client an exclusive, limited, irrevocable, royalty-free, non-transferable and non-sublicensable license to use Work Product for Client's Personal Use, provided that Client does not remove any attribution notices or copyright notices included by Photographer in any Work Product. "**Personal Use**" includes, but is not limited to, use (i) of photos on Client's personal social media pages or profiles; (ii) in Client's personal creations, such as scrapbooks, albums or personal gifts; (iii) in non-commercial physical display; and (iv) in personal communications, such as family newsletter, email, or holiday card. Client will not make any other use of the Work Product without Photographer's prior written consent, including but not limited to use of the Work Product for commercial sale.

9. Indemnity and Limitation of Liability

9.1 **Indemnification.** Client agrees to indemnify, defend, and hold harmless Photographer and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to the Services and or Work Product Photographer provides to Client.

9.2 **Force Majeure.** Neither party shall be held in breach of or liable under this Agreement for any delay or non-performance of any provision of this Agreement caused by illness, emergency, fire, strike, pandemic, earthquake, or any other conditions beyond the reasonable control of the non-performing party (each a "**Force Majeure Event**"), and the time of performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance. If such Force Majeure Event persists for more than 60 days, the party not affected by the Force Majeure Event may terminate the Agreement and any prepaid fees for Services not performed (other than the Deposit) shall be returned within 15 days of the date of termination of the Agreement.

9.3 **Failure to Deliver.** Photographer shall not be held liable for delays in the delivery of such Work Product, or any Work Product undeliverable, due to technological malfunctions, service interruptions that are beyond the control of Photographer (including as a result of delays in receipt of instructions from Client) and for Work Product that fails to meet the specifications set out in Section 1.1 due to the actions of Client or attendees at the Wedding that are beyond the control of Photographer (e.g., camera flashes).

9.4 **Maximum Liability.** Notwithstanding anything to the contrary, Client agrees that Photographer's maximum liability arising out of or related to the Services, or the Work Product shall not exceed the total Fees payable under this Agreement.

10. General

10.1 **Notice.** Parties shall provide effective notice ("**Notice**") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

- Photographer's Email: brandonr@anewviewphotography.org
- Client's Email:

10.2 **Survival.** Articles 7, 8, 9 and 10 will survive termination of this Agreement.

10.3 **Governing Law.** This Agreement will be governed by the laws of the state of **[Georgia]**

10.4 **Amendment.** This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by each of the parties.

10.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements and understandings both formal and informal.

10.6 **Severability.** If any provision of this Agreement is determined to be illegal, invalid or unenforceable, in whole or in part, by an arbitrator or any court of competent jurisdiction, that provision or part thereof will be severed from this Agreement and the remaining part of such provision and all other provisions will continue in full force and effect.

11. Contract for Photographic Services

It is understood that Photography by *A New View Photography* is the exclusive, official photographer retained to perform photographic services requested on this contract. Photographer reserves the right to use negatives, RAW images, edited images and/or reproductions for advertising, display, publication or other purposes, not restricted to use on the web, Facebook, business cards, or posters.

No part of any order, including previews, will be delivered until the balance is paid in full. Payment for prints is required in full/half at the time of placing an order. Prints will not be ordered until payment is made.

Original photographs are not included, only edits. Photographer retains the right to edit the photographs and omit any image. It is understood that Photographer will not deliver every exposure taken. Client agrees to abide by Photographer's editing decisions.

Client will receive photos on digital download/USB Drive with print release for personal use. Digital download/USB Drive includes images for printing and may be used on the web, Facebook, or email.

Client understands that when publishing photos on websites, i.e. personal website, Facebook, etc., client will not edit the photos in any way, i.e. editing the watermark, cropping, filters, etc. Client is responsible for making a backup of all photos from the digital download/USB.

Additional USB drives/CDs/DVDs may be purchased from Photographer. Photographer will make every attempt to keep archival copies of photos but does not guarantee that they will be retained indefinitely. Backup copies are for client use only and may not be distributed to others.

Client shall assist and cooperate with Photographer in obtaining desired photographs. Photographer shall not be responsible for photographs not taken as a result of Client's failure to provide reasonable assistance or cooperation. Client will be respectful to Photographer and all parties being photographed. Photographer has the right to end the session, without refund, if there is lack of cooperation or respect.

Client will not hold Photographer or the owner of the property liable for any injury that may occur during the session.

The charges in this Contract are based on Photographer's Standard Price List. This price list is adjusted periodically, and future orders shall be charged at the prices in effect at the time the order is placed.

In the event Photographer files suit to enforce any term or condition herein, Photographer is entitled to expenses of litigation, including reasonable attorney fees.

NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs without Photographer's permission, and violators of Law will be subject to its civil and criminal penalties.

Photographer retains copyright to the photographs. Printing and/or distribution rights granted as noted below.

All retainers and payments are non-refundable.

This Contract incorporates the entire understanding of the parties. Modification to this Contract must be in writing and signed by both parties.

11.1 FOR ALL SESSIONS (NOT INCLUDING WEDDINGS/EVENTS)

Photographer understands weather, illness, or other reasons may cause Client to reschedule a session. Client will not be charged a penalty rescheduling a session provided at least a 24 hours' notice is given. Client may reschedule the session, at the convenience of Photographer, without being charged a fee. No show or rescheduling within 24 hours will incur full charges of the session price. Photographer will make every effort to spend the necessary time, including on multiple days, at the convenience of Photographer. Photographer may reschedule without penalty. Completion of processing and edits of a photography session may take four (4) weeks for delivery.

11.2 TRAVEL

Travel within the area is included in the session fee. A travel fee for sessions outside of city may be added to the cost of the contract. Travel fees are based on mileage to and from the location and may change as necessary. I will charge for travel after 30 miles from zip code 30144 or miles so specified in the scheduled package/service. Unless travel is provided. All travel fees outside of the listed area of work must be prepaid.

11.3 DIGITAL IMAGE AND PRINTS TERMS OF USE

Additional copies may be purchased for a fee. The album is only for the owner (the paying client) to print photographs (as noted in the release). Client may not edit the photographs in any way. This includes, but is not limited to, removal of watermarks, cropping, or using filters. Printed photograph quality will depend on where it is printed. Only prints printed through

Photographer will be guaranteed for color and quality. Client may print images at the professional photo lab of choice (with no exclusions of choice of prints).

If included, files in the “web” folder or with “web” in the name are resized and sharpened for web viewing (i.e. Facebook, Flickr, Blogger). These files are watermarked and should be used. Client should not print these files. These files should be used on the Internet (web, Facebook, e-mail, etc.).

Photographs may be used for advertisement (modeling, head shots, etc.) for an additional fee. Credit to “*A New View Photography*” must be given for the photograph. Photographs may not be entered in photo contests without expressed permission from Photographer. An additional fee may be required for use.

Digital album downloads will be removed after thirty (30) days. A fee will be charged to repost digital album downloads.

I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the ordinary negligence of the provider or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: *A New View Photography* and/or their owners, directors, officers, employees, volunteers, representatives, insurance carrier, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers; a. I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in the above paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of such entities or persons or otherwise. I acknowledge that Photography by *A New View Photography* and their owners, directors, officers, employees, volunteers, representatives, insurance carrier, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of *A New View Photography*. I acknowledge that this activity or event may involve physical activity, and may carry with it the potential for death, serious injury, and property loss. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. I understand that at this event or related activities, I may be photographed. I acknowledge that flash photography or strobe lights may be used during this event or activity. I agree to allow my photo, video, or film likeness to be used for legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL

Client Signature

A New View Photography Signature

INFORMATION ABOUT YOUR PHOTOGRAPHY SESSION

We thank you for selecting us as your photographers for this special occasion. We have a few recommendations that will help ensure you get the most out of your session.

Please show up promptly at the designated time. Many times, sessions may be scheduled after yours. Arriving late may cut into the time devoted to your session. For most sessions, it is best to arrive 10-20 minutes early.

Please leave your cameras and cell phones in the car. Your session will go much easier without the distraction of other cameras or the need to answer a cell phone. We reserve the right to ask you to put away cameras and cell phones.

Please let family and friends know they should not attend the session. The photography session is not meant to be a family reunion or meet and greet with others who are not part of the session. We would love to photograph your entire family too, but please schedule a separate session.

For all sessions (but especially for children and infants), cameras, cell phones and other people are distractions, which may affect the attention of those, being photographed.

If you feel we did a great job photographing you and your family, please give us a review.

We love to get customer feedback, and this really helps our business grow.

A New View,

A New You...

© A New View Photography LLC

Kennesaw Georgia



A New View Photography