

## WEDDING PHOTOGRAPHY AGREEMENT

- I. THE PARTIES.** This Wedding Photography Agreement ("Agreement") is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between:

Photographer: \_\_\_\_\_, residing at \_\_\_\_\_ ("Photographer"), and  
 Client: \_\_\_\_\_, residing at \_\_\_\_\_ ("Client").

The Photographer and the Client will each be referred to as a "Party" and collectively as the "Parties."

**II. WEDDING.**

Wedding Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Date: \_\_\_\_\_, 20\_\_\_\_  
 Start Time: \_\_\_\_:\_\_\_\_ ☐ AM ☐ PM  
 End Time: \_\_\_\_:\_\_\_\_ ☐ AM ☐ PM  
 Additional Description (if any): \_\_\_\_\_

From this point forward, referred to as the "Wedding."

- III. SERVICES.** The Photographer commits to offering the following services at the Wedding: (please check all that apply)

- ☐ - **Photography**
- ☐ - **Videography**
- ☐ - **Other:** \_\_\_\_\_

Hereafter referred to as the "Services." These Services will be delivered at the Wedding in a professional manner, aligning with industry standards, and the Photographer will comply with any reasonable requests made by the Client.

- IV. CALCULATION OF FEES:** In return for the Services provided, the Client agrees to compensate the Photographer based on the following (please select one):

- ☐ - **A Flat Fee.** A total of \$\_\_\_\_\_.
- ☐ - **Hourly Fee.** \$\_\_\_\_\_ per hour with a minimum of \_\_\_\_\_ hours.
- ☐ - **Other:** \_\_\_\_\_

Any distribution of physical or professionally formatted media products will incur separate billing. The amount stated in this section pertains only to the Services rendered.

**V. DEPOSIT.** In accordance with this Contract, the Photographer requires: (please check one)

- ☐ - **Deposit Required:** A payment of \$\_\_\_\_\_ is due, with \_\_\_\_% being non-refundable at the time of signing this Contract. This amount will act as both the Deposit and consideration.
- ☐ - **No Deposit:** There is no payment required when signing this Contract. The mutual good faith commitments to fulfill this Contract by both Parties will serve as consideration. This amount will be referred to as the "Deposit."

**VI. TERMS OF PAYMENT:** The Client is obligated to pay the Photographer the Total Amount upon: (please select one)

- ☐ - **Receipt of Invoice.** The Client shall have \_\_\_\_ days to pay.
- ☐ - **Specific Date.** The Client is required to pay the Total Amount by \_\_\_\_\_, 20\_\_\_\_.
- ☐ - **Other:** \_\_\_\_\_

**VII. METHODS OF PAYMENT.** The Photographer's acceptable methods of payment are as follows: (check all that apply)

- ☐ - **Cash**
- ☐ - **Check**
- ☐ - **Credit Card**
- ☐ - **Venmo**
- ☐ - **Other:** \_\_\_\_\_

**VIII. LATE FEES.** If the Client fails to make a payment by the deadlines specified in Section VI, the following will apply: (please select one)

- ☐ - **No Late Fee.** The Client will not incur any late fees.
- ☐ - **A Late Fee.** The Client agrees to the following charges: (please select one)
  - ☐ - **A Flat Fee.** A flat fee of \$\_\_\_\_\_ will be applied for each day the payment is late.
  - ☐ - **Based on Interest.** An interest charge of \_\_\_\_% will apply to the outstanding balance for each month the payment remains overdue.

**IX. WEDDING MODIFICATIONS.** Following the signing of this Contract, changes to the Wedding by the Client are as follows: (please select one)

- ☐ - Modifications Allowed. Changes or cancellations to the Wedding can be made no less than \_\_\_\_ days before the event. If a change or cancellation occurs within this time frame: (please select one)
- ☐ - Payment Required. A payment equivalent to: (please select one)
- ☐ - \_\_\_\_% of the Deposit will be rendered non-refundable to the Photographer.
- ☐ - \_\_\_\_% of the Total Amount will need to be paid by the Client to the Photographer.
- ☐ - Payment NOT Required. No payment is required from the Client, and any Deposit will be fully refunded.
- ☐ - Modifications Not Allowed. If the Client wishes to change or cancel at any time after the signing of this Contract, a payment will be required: (please select one)
- ☐ - \_\_\_\_% of the Deposit will be rendered non-refundable to the Photographer.
- ☐ - \_\_\_\_% of the Total Amount will need to be paid by the Client to the Photographer.

**X. FOOD.** At the Wedding, the Client agrees to provide the Photographer: (please select one)

- ☐ - A Meal. The Client will provide the Photographer with a meal at the wedding venue, in accordance with the available menu options. This meal will be offered by the Client at no additional cost as part of this Agreement.
- ☐ - No Meal. The Client will not provide a meal for the Photographer.

**XI. MISCELLANEOUS.** The Photographer and the Client hereby agree to the following terms:

- a. Independent Contractor. The Photographer is recognized as an independent contractor under this Contract, maintaining their own independent business and utilizing their own tools and equipment to fulfill the obligations specified.
- b. Taxes. The Photographer is solely responsible for any taxes arising from the provision of their services under this Contract.
- c. Important Moments. The Client must communicate any significant moments at the Wedding to the Photographer with adequate notice.
- d. Photographer's Actions. The Client and all guests acknowledge that the Photographer's actions are contingent upon the Client's communication.
- e. Additional Services. Any requests for additional services ("Additional Services") must be made by the Client in writing and may be declined by the Photographer if such requests are deemed impossible or inconvenient. If a request for Additional Services is accepted, the Client agrees to cover all associated fees charged by the Photographer.

f. **Equipment Damage.** The Client will be held accountable for any damage or loss to the Photographer's equipment arising from misuse or theft by the Client or their guests, as well as in the event of a force majeure occurrence (which includes, but is not limited to, fires, floods, severe weather, and earthquakes).

g. **Liability and Indemnification.** The Photographer shall not be liable for any direct, indirect, incidental, or consequential damages (including, but not limited to, losses related to profits or increased expenses) concerning any claims associated with this Contract and the Services rendered. The Client agrees to indemnify and protect the Photographer and any subcontractors from all liabilities related to the Client's Wedding from the date of the event and into the future. The Client will cover all legal expenses claimed by third parties, provided that such losses or damages were not caused by the fault or negligence of the Photographer or their employees, agents, or subcontractors. Additionally, the Photographer reserves the right to cancel the Services outlined in this Contract at any time and without notice, bearing no liability or obligation to the Client beyond the refund of any Deposit or advance payments made by the Client.

**XII. SUBSTITUTION.** In the event of illness or scheduling conflicts, the Photographer may replace themselves with another equally skilled photographer. The Client will be notified as soon as possible in such cases.

**XIII. WATERMARKS** All images displayed with watermarks or in preview mode will have these limitations removed upon full payment to the Photographer.

**XIV. COPYRIGHT.** The Photographer retains nonexclusive, irrevocable, perpetual, and international rights to use, publish, crop, modify, reproduce, and distribute any photos taken at the wedding in print and through all other formats, methods, and technologies of distribution, both existing and future. Consequently, it is strictly prohibited for the Client to modify, copy, or reproduce the photographs without the Photographer's written consent, except for personal use.

**XV. ORIGINAL PHOTOS.** It is agreed that the Photographer will be the sole owner of all photos captured at the wedding unless a different arrangement has been made.

**XVI. PHOTOGRAPHER'S CANCELLATION.** If the Photographer must cancel services due to circumstances beyond their control, all payments made by the Client will be refunded, and the Photographer will not be held liable for any legal or financial repercussions.

**XVII. SEVERABILITY** If any provision of this Agreement is found to be void, invalid, unenforceable, or illegal for any reason, that provision shall be rendered null and void; however, the remaining provisions of this Agreement will remain unaffected and continue to be valid and enforceable.

**XVIII. GOVERNING LAW** This Contract will be governed by federal law as well as the laws of the state where the wedding is being held.  
ADDITIONAL TERMS & CONDITIONS.

**XIX.**

**XX. FULL AGREEMENT.** This Contract represents the complete understanding between the Parties. Any changes or amendments to this Contract will only be valid if they are made in writing and signed by both Parties.

**XXI. SIGNATURE.** The Photographer and the Client affirm that each individual signing this Contract on behalf of their respective party is properly authorized to execute and deliver this Contract for that party.

**Client's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Photographer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_