DAVID PAUL CROMBIE

Photography

Wedding Photography Agreement

Please fill in the following information, read and initial pages 1-3, sign page 4, and return. Both bride and groom must sign. The photographer is not responsible for mistakes due to missing or incorrect information.

Bride's name: _____

address: _____

email:_____ phone number: _____ cell: _____

Groom's name: _____

address: _____

email:_____ phone number: _____ cell: _____

Ceremony time and date: _____

name of venue:_____ website: _____

address:_____ phone number: _____

Reception time and date: _____

name of venue:_____ website: _____

address:_____ phone number: _____

Wedding Planner:_____ website: _____
email:_____ phone number: _____

Coverage

_____ hours of continuous wedding day coverage.

Please fill out shoot locations in order and their distance to the main venue. (Reception)
1. shoot _____ / address _____ / distance _____ km / time ___-___
2. shoot _____ / address _____ / distance _____ km / time ___-___
3. shoot _____ / address _____ / distance _____ km / time ___-___
4. shoot _____ / address _____ / distance _____ km / time ___-___

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Agreement/Jurisdiction: The person(s) whose signature(s) appear on this contract, known as "Client", agree that David Crombie, known as "Photographer", shall provide services to photograph their wedding events to the best of his abilities, in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. Client assumes responsibility for all collection costs and legal fees incurred should enforcement of this contract become necessary.

Retainer and Payment: Client shall reserve the time and date of services by signing and returning this contract along with a non-refundable, non-transferable reservation retainer equal to 25% of the total photography fee. No date is reserved until the contract and retainer are received. The balance due for the photography services must be paid in full no less than 30 days before the event date. In the event Client fails to remit payment as specified, the Photographer shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend this event.

Cancellation: If for any reason Client cancels this contract before the wedding date, Photographer will keep the retainer. If Client fails to supply written cancellation as specified before the wedding date or cancels within 30 days of the wedding date, Client shall be required to pay the full balance due.

Reschedule: In the event that Client reschedules the wedding and Photographer is able to rebook the original wedding date, Client will receive credit for all monies already paid. A new contract may be required. The new package price wil reflect pricing in effect when the date change occurs. In the event that Client reschedules the wedding and Photographer is not able to rebook the original wedding date, Client forfeits the retainer but will receive a credit for all other monies paid. Credit may be applied to wedding coverage within one year of original date provided Photographer is available.

Liability: If Photographer or his agent is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, accident, illness or technical problems and he cannot provide another competent professional, all money received by Photographer, minus expenses, will be returned to Client, and Photographer shall have no further liability with respect to this agreement.

Photo Discs: Upon receipt of a photo DVD, Client accepts all responsibility for archiving and protecting the photographs. Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required.

Pricing: Services or merchandise not included in this initial contract will be sold at current price when an order is placed. All prices are subject to change at any time without notice.

Responsibilities: Unless agreed upon in advance, David Paul Crombie will be the exclusive photographer for the event. Photographer may bring an assistant if needed/requested. Videographers and other vendors as well as semi-professional photographers must not obstruct or interfere with the official photography and are not allowed to take any still photos during formal sessions. Wedding guests may take photos but it is the full responsibility of Client to prevent family and friends from interfering with Photographer's duties. Photographer is not responsible for compromised coverage due to causes beyond his control such as other people's camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations or restriction of the venues or officiate. Photographer is not responsible for existing backgrounds or lighting conditions which negatively impact or restrict the coverage. Client agrees to confirm the schedule one-week prior to the event and to send the Photographer a copy of the invitation prior to the wedding. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation.

Harassment: Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by Photographer shall be the responsibility of Client. In the event Photographer or her employee experiences any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the wedding or other event (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature) then the following process shall be followed: first offense: a verbal warning will be issued to a family member of the client; second offense: the offending person will be required to leave the wedding or event; third offense: Photographer will end wedding coverage immediately and leave the event, Photographer shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold Photographer harmless as a result of incomplete wedding or event photography coverage.

Coverage: Photographer will provide coverage for the dates, locations and continuous hours specified in this Agreement. Additional travel or coverage hours may be added by agreement on the wedding day and must be paid in full before any photos or products are released to the Client. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. Images determined by the photographer to be substandard or duplicated may be edited out. The Photographer will use her professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to Client.

Image Processing/Printing: Unless agreed upon prior to any editing work, high-resolution discs and/or proof sets may contain a mixture of color, black and white, and selective color images. An alternately colored version of a photo may be purchased at the current rate. Limited color correction and/or retouching are included at Photographer's discretion. Client may request further changes for an additional charge. Photographer is not responsible for any prints that are not ordered directly.

Model Release: This contract serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of David Paul Crombie Photography.
Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.

Copyright: All photographs taken by DavidPaul Crombie Photography are his property, will remain his property. Client hereby waives any claims for ownership, income, editorial control and use of the images.

Violators of this ownership law will be subject to civil and criminal penalties.

Reproduction: Client agrees to purchase prints directly from Photographer unless in possession of high resolution digital files. Client agrees not to scan, copy or reproduce images in any manner without written permission. Should Photographer become aware of reproduction without permission, Client will remit a usage fee of $300 per image, per usage to Photographer. If high resolution digital files are purchased, a written release will be supplied with those files. The release grants Client the right to reproduce the images provided for their personal use only and does not allow the photos to be altered, sold or published. Client further agrees not to supply images to any third parties (including vendors associated with the wedding or album designers).

Taxable Coverage Price $ _____

Travel $ _____

Other Charges $ _____

Subtotal $ _____

Sales Tax (13%) $ _____

Grand Total Due $ _____

Less Retainer (25% of total) $ _____

Balance Due $ _____

I have read, understand and agree to the terms and conditions of this Agreement. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Photographer: _____ Date: _____

Client: _____ Date: _____

Client: _____ Date: _____

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