

WEDDING PHOTOGRAPHY CONTRACT

JENNIFER ANDRESEN
PHOTOGRAPHY

THIS PHOTOGRAPHY BOOKING AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND AMONG THE BRIDE, THE GROOM (COLLECTIVELY, “CLIENT”) AND JENNIFER ANDRESEN PHOTOGRAPHY (“PHOTOGRAPHER”).

BRIDE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ EMAIL _____

GROOM _____

ADDRESS _____

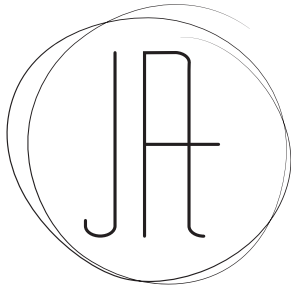
CITY _____ STATE _____ ZIP _____

PHONE _____ EMAIL _____

WEDDING DATE _____

CEREMONY LOCATION _____

RECEPTION LOCATION _____



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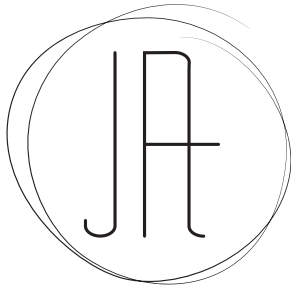
TERMS AND CONDITIONS

1. PAYMENTS: CLIENT SHALL PAY TO PHOTOGRAPHER A NON-REFUNDABLE DEPOSIT IN THE AMOUNT OF \$*** UPON EXECUTION OF THIS AGREEMENT. ADDITIONALLY, CLIENT SHALL MAKE A FINAL PAYMENT TO PHOTOGRAPHER IN THE AMOUNT OF \$*** ON OR BEFORE ***, 2013.

2. ORDER DETAILS:

NO.	ITEM	PRICE
*	BASELINE SERVICE CHARGES (4 HOURS COVERAGE, DIGITAL NEGATIVES, ONLINE PHOTO GALLERY)	\$**
*	ADDITIONAL CONSECUTIVE HOURS OF COVERAGE (\$160/HOUR)	\$**
*	SECOND PHOTOGRAPHER	\$**
	TRAVEL EXPENSES	N/A
TOTAL:		\$**

3. FAILURE TO PAY: FAILURE TO MAKE PAYMENTS AS AGREED ABOVE SHALL RESULT IN A BREACH OF THIS AGREEMENT WHEREBY CLIENT SHALL FORFEIT ALL MONIES PAID. FAILURE BY CLIENT TO MAKE ANY PAYMENT WHEN DUE SHALL ENTITLE PHOTOGRAPHER TO WITHHOLD SERVICES AND TERMINATE THIS AGREEMENT WITHOUT ANY FURTHER REponsibility TO CLIENT AND WITHOUT REFUND OF ANY AMOUNTS RECEIVED FROM CLIENT. FOR SERVICES PROVIDED BY PHOTOGRPHER WITHOUT AN ADVANCE DEPOSIT OR PAYMENT FROM CLIENT, LATE PAYMENTS THEREAFTER MAY BEAR INTEREST AT THE RATE OF 1.5% PER MONTH (OR THE HIGHEST RATE PERMITTED BY LAW, IF LESS).



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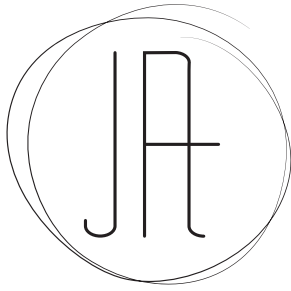
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4. EXCLUSIVE PHOTOGRAPHERS: THE CLIENT ACKNOWLEDGES THAT THE PRESENCE OF OTHER PHOTOGRAPHERS AT THE EVENT MAY HINDER OR DISRUPT THE DELIVERY OF QUALITY PHOTOGRAPHIC SERVICES BY PHOTOGRAPHER. PHOTOGRAPHER SHALL BE THE EXCLUSIVE PHOTOGRAPHER RETAINED BY CLIENT FOR THE PURPOSE OF THE WEDDING. PHOTOGRAPHER SHALL HAVE THE EXCLUSIVE RIGHT TO ENLIST AND DIRECT THE SERVICES OF ASSISTANCE AND/OR SUB-CONTRACTORS. ADDITIONALLY, WEDDING GUESTS SHALL BE PERMITTED TO PHOTOGRAPH THE WEDDING AT PHOTOGRAPHER'S DISCRETION AND, AS WHEN IN HER OPINION NECESSARY, DIRECTION. WEDDING GUESTS MAY NOT PHOTOGRAPH POSES ARRANGED BY THE PHOTOGRAPHER, AS SUCH MAY HINDER OR INTERFERE WITH PHOTOGRAPHER'S ABILITY TO PERFORM SERVICES ENGAGED HEREIN.

5 LICENSE: PHOTOGRAPH IS HEREBY GRANTED ARTISTIC LICENSE REGARDING THE POSES PHOTOGRAPHED AND THE LOCATIONS USED. PHOTOGRAPHER'S JUDGMENT REGARDING THE LOCATION, POSES AND NUMBER OF PHOTOGRAPHS TAKEN OR SUBMITTED TO CLIENT SHALL BE DEEMED CORRECT. PHOTOGRAPHER SHALL HAVE COMPLETE CONTROL OVER THE LENGTH, CONTENT, PRESENTATION, AND PRODUCTION OF DVD SLIDESHOWS.

6. RESTRICTIONS: PHOTOGRAPHER IS NOT LIABLE FOR RESTRICTIONS IMPOSED BY THE MINISTER OR OFFICIAL IN CHARGE OF THE ACTUAL WEDDING SERVICE INCLUDING, BUT NOT LIMITED TO, RESTRICTIONS PLACED ON PHOTOGRAPHERS' MOVEMENT, VIEW AND ABILITY TO USE ARTIFICIAL LIGHT. CLIENT IS RESPONSIBLE FOR SECURING THE APPROPRIATE PERMISSION TO PHOTOGRAPH.

7. COPYRIGHT: CLIENT HEREBY ASSIGNS AND GRANTS PHOTOGRAPHER AND ITS LEGAL REPRESENTATIVES THE IRREVOCABLE AND UNRESTRICTED RIGHT TO USE AND PUBLISH PHOTOGRAPHS OF CLIENT OR IN WHICH CLIENT MAY BE INCLUDED, FOR EDITORIAL, TRADE, ADVERTISING OR ANY OTHER PURPOSE AND IN ANY MANNER AND MEDIUM; TO ALTER THE SAME WITHOUT RESTRICTION; AND TO COPYRIGHT THE SAME. CLIENT HEREBY RELEASES PHOTOGRAPHER AND ITS LEGAL REPRESENTATIVES AND ASSIGNS FROM ALL CLAIMS AND LIABILITY RELATING TO SAID PHOTOGRAPHS. IT IS AGREED THAT PHOTOGRAPHER MAY DISPLAY AND USE THE PHOTOGRAPHS TAKEN FOR USES INCLUDING, BUT NOT LIMITED TO: ADVERTISING, DISPLAY, WEBSITE AND INTERNET PROMOTION, PHOTOGRAPHIC CONTESTS, PUBLIC DISPLAY, PHOTOGRAPHY BOOKS, WINDOW DISPLAYS, OR TELEVISION ADVERTISING. PHOTOGRAPHER OWNS THE COPYRIGHT TO ALL OF THE PHOTOGRAPHS AND DIGITAL IMAGES AND RESERVES THE RIGHT TO USE THEM FOR DISPLAY, PUBLICATION, ADVERTISING OR OTHER PURPOSES. UPON RECEIPT OF FINAL PAYMENT, CLIENT IS GRANTED A NON-EXCLUSIVE UNLIMITED LICENSE TO USE THE PHOTOGRAPHS AND DIGITAL IMAGES FOR THEIR OWN PERSONAL USE, SUCH AS PRINTING, ELECTRONIC MESSAGING, EXCHANGE WITH FRIENDS AND RELATIVES, OR DISPLAY ON THE



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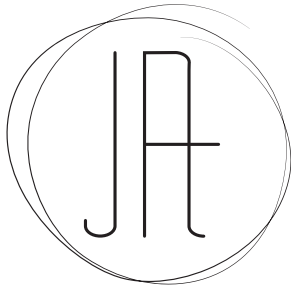
INTERNET. CLIENT IS EXPRESSLY LIMITED TO PUBLICALLY DISPLAY ALTERED OR EDITED IMAGES THAT DO NOT EXACTLY REPRESENT THE PHOTOGRAPHS DELIVERED BY PHOTOGRAPHER. WRITTEN PERMISSION FROM PHOTOGRAPHER MUST BE OBTAINED FOR ANY COMMERCIAL USE OF THE PHOTOGRAPHS OR DIGITAL IMAGES, INCLUDING BUT NOT LIMITED TO BLOGS AND MAGAZINES.

8. DIGITAL NEGATIVES: THIS AGREEMENT INCLUDES THE PURCHASE OF A CD, DVD OR THUMB DRIVE CONTAINING DIGITAL FILES OF WEDDING IMAGES ("DIGITAL NEGATIVES"). THE DIGITAL NEGATIVES INCLUDE ALL PROOFED IMAGES FROM CLIENT'S WEDDING, IN THE CONDITION AS PRESENTED IN THE PROOF SET TO CLIENT. THE DIGITAL FILES SHALL BE PROVIDED TO CLIENT IN JPEG FORMAT, AND SHALL BE FULL-RESOLUTION. CLIENT HAS THE RIGHT TO REPRODUCE IMAGES, FOR PERSONAL USE ONLY, UPON RECEIPT OF THE DIGITAL NEGATIVES.

9. FORCE MAJEUR: PHOTOGRAPHER IS NOT LIABLE FOR FAILURE TO PERFORM RESULTING FROM ACTS OF GOD (INCLUDING FIRE, FLOOD, EARTHQUAKE, STORM, HURRICANE OR OTHER NATURAL DISASTER), WAR, TERRORIST ACTIVITIES, GOVERNMENT SANCTION, LABOR DISPUTE, STRIKE, LOCKOUT OR INTERRUPTION OR POWER FAILURE.

10. LIMIT OF LIABILITY: PHOTOGRAPHER DECLARES THAT EVERY EFFORT WILL BE MADE TO PROVIDE HIGH QUALITY PHOTOGRAPHIC SERVICES. IN THE UNLIKELY EVENT OF MEDICAL, NATURAL, OR OTHER EMERGENCIES, IT MAY BE NECESSARY TO RETAIN AN ALTERNATIVE PHOTOGRAPHER. IF POSSIBLE, PHOTOGRAPHER WILL TAKE STEPS TO SECURE A REPLACEMENT PHOTOGRAPHER ABLE AND WILLING TO PROVIDE A SIMILAR PACKAGE AS CHOSEN IN THIS AGREEMENT AT THE SAME OR SIMILAR PRICE. IN SUCH AN EVENT AND A SUITABLE REPLACEMENT IS NOT FOUND, PHOTOGRAPHER'S LIABILITY IS LIMITED TO THE RETURN OF ALL PAYMENTS RECEIVED FOR THE EVENT PACKAGE. ADDITIONALLY, IN THE EVENT THAT CLIENT'S PHOTOGRAPHS SHOULD BE LOST, STOLEN OR DESTROYED, PHOTOGRAPHER'S LIABILITY IS LIMITED TO THE RETURN OF ALL PAYMENTS RECEIVED FOR THE EVENT. 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.

11. CANCELLATION: IN THE EVENT THAT CLIENT CANCELS OR POSTPONES THE WEDDING PRIOR TO THE WEDDING DAY CLIENT SHALL FORFEIT ALL MONIES PAID TO PHOTOGRAPHER, UNLESS SUCH CANCELLATION IS CAUSED BY AN UNFORESEEN MEDICAL EMERGENCY IN WHICH EVENT MONIES PAID, EXCLUDING TRAVEL EXPENSES, BY CLIENT TO PHOTOGRAPHER SHALL BE REIMBURSED TO CLIENT. IN THE EVENT THAT THE WEDDING IS CANCELLED ON THE DATE OF THE WEDDING AS LISTED ABOVE, CLIENT IS LIABLE TO PAY TOTAL BALANCE OWED TO PHOTOGRAPHER.



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12. STORAGE OF PHOTOGRAPHS: PHOTOGRAPHER AGREES TO RETAIN THE ORIGINAL PHOTOGRAPHS FOR A PERIOD OF ONE YEAR FOR PURPOSES OF MAKING RE-PRINTS AND FULFILLING ALBUM ORDERS WHICH SHALL BE CHARGED AT PHOTOGRAPHER'S THEN PREVAILING PRICE STRUCTURE.

13. TRAVEL EXPENSES: A TRAVEL FEE FOR TRANSPORTATION EXPENSES TO AND FROM THE EVENT LOCATION(S), AND OVERNIGHT ACCOMMODATIONS IS DUE THREE MONTHS PRIOR TO THE WEDDING CEREMONY DATE. LODGING REQUIRED FOR MORE THAN TWELVE CONSECUTIVE HOURS OF TRANSPORTATION TIME PLUS PHOTOGRAPHY COVERAGE. PHOTOGRAPHER WILL BE REIMBURSED IN FULL BY CLIENT FOR ALL REASONABLE HOUSING AND TRAVEL EXPENSES INCLUDING, BUT NOT LIMITED TO HOTEL COSTS, RENTAL CAR FEES, MILEAGE COSTS, TOLLS, AND PARKING FEES. IF THE EVENT IS CANCELLED, THE TRAVEL EXPENSES WILL NOT BE REFUNDED.

14. INTEGRATION CLAUSE: THIS AGREEMENT REPRESENTS THE COMPLETE AGREEMENT BETWEEN THE PARTIES AND THERE ARE NOT PROMISES, REPRESENTATIONS OR UNDERSTANDINGS THAT ARE NOT EXPRESSLY SET FORTH HEREIN. THE PARTIES HERETO AGREE THAT FACSIMILE SIGNATURES SHALL BE AS EFFECTIVE AS IF ORIGINALS.

15. APPLICABLE LAW: THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. THE PARTIES HERETO FURTHER AGREE THAT ANY DISPUTE ARISING OUT OF THIS AGREEMENT MAY ONLY BE BROUGHT IN ALAMEDA COUNTY, CALIFORNIA AND AS TO SUCH DISPUTE THE PARTIES HEREBY SUBMIT THEMSELVES TO PERSONAL JURISDICTION IN SAID COUNTY.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT AS OF THIS ** DAY OF * 2013 :**

CLIENT SIGNATURE _____ DATE _____

CLIENT SIGNATURE _____ DATE _____

PHOTOGRAPHER SIGNATURE : Jennifer Andresen _____ DATE _____