



# o'malley king

## Wedding Photography Contract

1. **PARTIES:** The person(s) whose signature(s) appear on this contract, hereinafter referred to as "Client", agree that O'Malley King Photography, hereinafter referred to as "O'Malley King Photography," shall provide services to photograph their wedding and related events to the best of their ability, in the manner described in this contract.

2. **SERVICES:**

\* Wedding Collection:

- 1 Photographer
- Up to 8 hrs coverage
- \$1000 album credit
- Personal Online Gallery
- USB of all finalized high-resolution wedding images w/ print release

- Amanda + Jerid / October 21st, 2017 / Warehouse 109 / Plainfield, IL
- 

3. **FEES:** In consideration for providing photography services, Client agrees to pay O'Malley King Photography a total of \$4000 (collection plus tax and applicable expenses as described below). A Non-Refundable Retainer Fee of 50% of the fee (\$2000) is due when this agreement is signed, and the remaining balance of (\$2000) is to be paid in full **one month** before the Wedding/Event date (September 21st, 2017).

a. Additional Expenses:

- TRAVEL INCLUDED IN COLLECTION

**\* The photographer(s) will also be fed the same meal as the guests at the time of reception.**

b. Method of Payment: Payment may be made by:

- i. Cash
- ii. Check (written to O'Malley King Photography)
- There is a \$50 charge on payments returned for any reason.

4. **ENTIRE AGREEMENT:** This contract has been freely negotiated and shall be recognized as the entirety of the agreement between O'Malley King Photography and the Client. It supersedes all prior and simultaneous agreements between the parties. Only those changes or modifications specifically placed in writing, attached, dated and signed by the Client and O'Malley King Photography at the time of acceptance of this contract shall be recognized as amendments to this contract.

5. **RESERVATION:** Upon Client's signature, O'Malley King Photography will reserve the time and date agreed upon, and will not make other reservations for that time and date. Because O'Malley King Photography may forgo opportunities to book other business on the Wedding/Event Date, the retainer amount stated above is non-refundable for any reason. The retainer is to be paid at time of signing the contract and after the Wedding/Event is credited toward the contracted

wedding photography package. The Client understands and agrees that the entire amount owed for the wedding photography package described in the contract is due prior to delivery of the final images.

6. **CANCELLATION:** In the event that the Client cancels the wedding photography services outlined in this contract 8 months prior to the wedding ceremony date, the Client agrees to pay the package in full, due to O'Malley King Photography forgoing the opportunity to book another wedding in this time frame. Any monies paid to O'Malley King Photography is non refundable. If there is a date change, 50% of the retainer will carry over to new deposit and the Client will pay the other 50% to hold the new date.

7. **TERMINATION AND CANCELLATION:** Client understands that pursuant to this Contract, O'Malley King Photography may forgo opportunities to book other business on the Wedding/Event Date. Client understands that in exchange for this consideration, this Agreement may only be cancelled or terminated under the following conditions:

a. At the Client's Discretion:

i. In the event that the Client reschedules the event and O'Malley King Photography is able to rebook the original Wedding/Event Date, O'Malley King Photography will amend the Wedding/Event Date in this contract and Client will receive credit for all monies paid up to the date Client requests the Wedding/Event be rescheduled.

ii. In the event that the Client reschedules the Wedding/Event and O'Malley King Photography is NOT able to rebook the original Wedding/Event Date, Client will forfeit the retainer but receive credit for all other monies paid IF Client reschedules the Wedding/Event with O'Malley King Photography. Client should note that the retainer will NOT then be available to apply toward their final installment.

iii. In the event that the Client cancels the Wedding/Event outright, Client will forfeit all monies paid up to the date Client notifies O'Malley King Photography that the Wedding/Event is cancelled. Cancellation must be in writing even if a phone call was made to inform O'Malley King Photography of the cancellation. If cancellation is within 8 months prior to date, the client must pay package in full.

b. Cancellation/Termination At O'Malley King Photography's

Discretion:

i. In the unlikely event that O'Malley King Photography is unable to provide the services described in this Agreement on the Wedding/Event Date for any reason including, but not limited to, illness, injury, emergency, or act of God, sudden event or other circumstances beyond the control of O'Malley King Photography, a substitute photographer may be sent at no cost to Client. This contract will be transferable to said photographer. If the Client declines the substitute photographer 24 hours prior to the event, the Client may instead terminate this Agreement, and receive a full refund of all money paid.

ii. In the event Client fails to make any installment payment due as described under the Payment section of this Agreement within ten (10) days of its due date, O'Malley King

Photography shall have the right to immediately terminate this Agreement. Prior payments will not be returned.

c. Return of Monies Paid:

i. In the event that any refunds are due under the terms of this Agreement, O'Malley King Photography will effect such refunds to the person or entity from whom or which the funds derived.

8. **PRE-EVENT CONSULTATION:** It is strongly recommended that the Client schedules a pre-event consultation with O'Malley King Photography before the wedding date to finalize the actual shooting times and locations.

9. **SHOT LIST:** The Client will be responsible for designating an "shot list." The role of the shot list is to identify people/objects of whom/which specific photographs are desired, as well as to make certain that these subjects are available when needed. It is recommended that the Client develop an advisory list of "must-have" photos, locations, and subjects (family and friends; items; etc.) and share it with O'Malley King Photography and the designated shot list well before the wedding. The items on this list should only be specific family combinations, unique events, special details, etc. A shot-list like the bridal magazines suggest is NOT needed.

10. **COOPERATION:** The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. O'Malley King Photography is not responsible for key individuals' failure to be present or willing to cooperate during photography sessions, neither for missed images due to details not revealed to O'Malley King Photography. O'Malley King Photography recommends that the CLIENT designates an "event guide" (see PRE-EVENT CONSULTATION and EVENT GUIDE above) to point out important individuals to the photographer, whom the Client wishes to include in informal or candid photographs.

11. **EXCLUSIVITY:** Unless agreed upon in advance, O'Malley King Photography shall be the exclusive photographer retained for the Wedding/Event. O'Malley King Photography may bring one assistant/ 2nd shooter at their discretion. 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 responsibility of Client to prevent family and friends from interfering with O'Malley King Photography's duties. Any breach of this agreement will constitute a reason for non-completion of the job with no liability to the Photographer and no return on monies paid by the Client.

12. **UNPLUGGED CEREMONY:** This is highly recommended by O'Malley King Photography. It is a good idea to have your officiant announce before the ceremony begins that the bride and groom have requested an "unplugged ceremony". Meaning that guests should sit back, enjoy, and be present. Guests should be told to put their cameras/cell phones away to help not distract or get in the way of the photographer(s).

12. **COVERAGE:** O'Malley King Photography 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. Client agrees to compensate O'Malley King Photography at the rate of \$300 per extra hour of overtime coverage if not included. O'Malley King Photography is not responsible for compromised coverage due to causes beyond their control such as other people's cameras 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 restrictions of the venues or

officiate. O'Malley King Photography is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage.

13. **NON-GUARANTEE:** While Photographer will make every reasonable effort to take the photographs specifically requested by Client, Client understands that this is an uncontrolled event and that due the vagaries of the weather, available light, time restrictions, and willingness of subjects, Photographer cannot guarantee that ALL requested photos will be taken. Any lists supplied will be used for organizational and advisory purposes only.

14. **HARASSMENT:** Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by O'Malley King Photography shall be the responsibility of Client. In the event O'Malley King Photography or any of their employees experience 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: O'Malley King Photography will end wedding coverage immediately and leave the event, O'Malley King Photography shall be entitled to retain all monies paid hereunder and Client agrees to relieve and hold O'Malley King Photography harmless as a result of incomplete wedding or event photography coverage.

15. **DANGER TO THE PHOTOGRAPHER OR PHOTOGRAPHER'S EQUIPMENT:** It is the responsibility of the Client to provide a safe working environment for the Photographer. If the health, safety, well-being or life of the Photographer or the Photographer's equipment is in jeopardy, both perceived or real, the Photographer may remove himself/herself and all photography equipment from the premises or event. So far as it is safe, the photographer will give notice to the Client of the danger presented to the Photographer or the Photographer's equipment before leaving the premises. In such a situation, the Photographer will not be held liable for any missed coverage of the events of the day. The Photographer will not be held liable for a reduction in the final number of provided images for any situation the Photographer leaves due to possible jeopardy to the Photographer and/or all photography equipment. The Photographer shall be entitled to retain all monies paid hereunder and Client agrees to relieve and hold Photographer harmless and without liability as a result of incomplete wedding or event photography coverage.

16. **FEEDING THE PHOTOGRAPHER(S):** Meals will be provided to the Photographer(s) at appropriate meal times during the wedding day when there are six or more hours of coverage. Meals are to be provided at the time the Bride & groom are eating. The Caterer may not require that the Photographer(s) should be made to wait until all the guests have eaten or been served before the Photographer is provided food or that the Photographer(s) be required to eat in a separate room. Please discuss these details and meals with your caterer. The Photographer must be able to eat as near to the time as the Bride and Groom eat to ensure that the Photographer(s) can be finished eating before the toasts or any other part of the reception occurs that should be photographed.

16. **HOUSE RULES:** The photographer is limited by the guidelines of the ceremony officiant or the reception site management. The Client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is the Client's responsibility; O'Malley King Photography will offer technical recommendations only.

17. **FINAL IMAGE DELIVERY:** After the wedding, O'Malley King Photography will provide the Client with a private online gallery that will display a portion of the digital images. In addition, a gallery of select digital photographs will be prepared and provided to the Client (if included in package). The final images will be selected according to the sole discretion of O'Malley King Photography. Images determined by O'Malley King Photography, in their sole discretion, to be substandard or duplicated may be edited out.

Client accepts all responsibility for archiving and protecting the images and photographs. Photographer does not permanently archive all image files. 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 DVD discs provided. It is Client's responsibility to make sure that digital files are copied to new media and achieved as required to ensure the longevity of the provided photographs.

Archival of RAW files shot at wedding is for **60 days after release of photos to client**. Any inquiry regarding a possible image shot at the wedding or event and not provided in the final jpegs must be made within this time frame. There is no guarantee or liability associated with any request by the Client regarding images not provided by the Photographer.

18. **COMPLETION SCHEDULE:** The printing process can only start once O'Malley King Photography receives the order list for the required images. Digital processing takes approximately four to eight weeks from the event date. Creation of a wedding album takes six to ten weeks, enlargements one to two weeks or possibly longer when laboratory and bindery schedules are heavy.

19. **CUSTOMIZED ALBUMS:** Photo Albums are understood to be of a higher quality and substance than the photobook/sign-in book. The Storybook Wedding Album is a leather-bound album of varying materials and comprised of "hard" pages with high quality photo printing. The Photographer custom designs each Storybook Wedding Album and then provides a preview of the album to the Client before the final print order is placed. The Client can then request changes or replacements to any images used or not used in the layouts and the Photographer will do their best to then make those changes to the Photo Album. These changes do not include the artistic layout of the pages and spreads unless approved by the Photographer. The Client will then receive a second preview of the photo album. Once the Photographer receives approval from the client on the second preview, the photographer will order the album. Upon placing the order for the Photo Album, the Client can make no further changes or request any other adjustments to the Photo Album. The Photo Album will be delivered to the Client once the Photographer has received it from the printing company of the Photographer's choosing. The Photo Album will be designed after the date that the images are provided to the client and can take three or more months to be designed, ordered, printed and delivered back to the Client. Do to the uncertainties of printing fulfillment times by professional album printing companies, there is no guarantee to the amount of time that it will take to deliver the Photo Album.

**Important:** If the client is contracted to receive a 40page/20spread album - the photographer may or may not design additional pages/spreads from which the client may choose the 40 pages/20 spreads to be used in the final printing of the album. The client may purchase the additional spreads if they desire at a rate of \$100 for each additional 2pages/1spread.

20. **DIGITAL NEGATIVES, PRINTS and COPYRIGHTS:** All photographs, digital negatives and prints produced by O'Malley King Photography are protected by U.S. Copyright Law (U.S.C. Title 17) and may not be reproduced in any manner without O'Malley King Photography's explicit written permission. Client hereby

waives any claims for ownership, income, editorial control and use of the images. However, upon final payment by the Client, a limited license to use the resulting images will be transferred to the Client under the following conditions:

- a. The negatives and/or digital files, if provided by O'Malley King Photography, may be used by the Client for limited personal use, including electronic reproduction and distribution of photographs to friends and relatives.
- b. The Client shall not publish, sell, or otherwise use the images for any unauthorized personal or commercial purpose without the express written consent and compensation of O'Malley King Photography. The Client shall take all necessary measures to prevent the unauthorized use and distribution of O'Malley King Photography images, and shall not knowingly provide images to friends or family members for their unauthorized personal, or commercial purposes.
- c. Images may be used on personal web sites as long as a copyright notice appears near the images stating that they were taken by O'Malley King Photography as well as a web link to <http://www.omalleyking.com> is prominently displayed on the web site. This especially includes FACEBOOK, a photo credit must be present under the "caption" section for each individual photo used on Facebook.
- d. Under no circumstances shall the client provide images to any other vendor or business for use in that vendor or business' advertising, promotion, portrayal or display without the expressed permission of O'Malley King Photography. Vendors may not obtain or use any image from O'Malley King Photography without obtaining permission and negotiating commercial use release with O'Malley King Photography.

21. **MODEL RELEASE:** Client hereby assign(s) and grant(s) O'Malley King Photography and its legal representatives 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 or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby release(s) O'Malley King Photography and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that O'Malley King Photography may display and use the photographs taken for advertising, display, website and Internet promotion, photographic contests, public display such as on wedding blogs, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by O'Malley King Photography.

The 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. The Photographer may make reproductions for the Client, for the Photographer's portfolio, samples, or self-promotions, website, blog or for professional competition and review.

From time to time, weddings may also be submitted by O'Malley King Photography to various print magazines and blogs for potential publication and display.

22. **BLOGGING:** O'Malley King Photography maintains a blog on her website, on which she showcases work from weddings and engagement sessions. Please note

that Photographer does not blog all events, shoots, weddings, or engagements, and Photographer does not guarantee that the Client's wedding or shoot will be featured on the blog. The events Photographer blogs are based on many factors including repetitiveness of events (e.g., Photographer may work at the same venue multiple times per year, and in order to keep the blog fresh, all events may not be featured), her other workload (during busy season I am unable to blog as frequently), and many other factors. Client is encouraged to not take it personally if their shoot is not featured. Images featured on the blog are at the discretion of the Photographer.

**22. SUFFICIENT TIME FOR PHOTOGRAPHY:** The photographer must be given sufficient time to complete and capture all formal photographs. This includes but is not limited to the bride and groom formals, the wedding party formals and the family formals. This time shall be no less than **two** hours unless otherwise noted on this contract. If the bride or groom, wedding party or family members are running late during the course of the wedding day, and as such, the time given the Photographer to capture formal portraits, family portraits or wedding party portraits is reduced, then the photographer may not be able to provide those images or the full number of final images detailed in this contract and the photographer will be released from having to provide the full number of images to the bride and groom. The photographer will not be held liable for the lack of time or the reduced number of final images provided.

**23. PHOTOGRAPHER'S CREATIVE LICENSE AND AUTHORITY:** Photographer reserves the right to edit and will be the final authority on the images that will be provided to client or offered for sale to the client. Images are edited at the Photographer's discretion, and delivered images will not include all images shot during the course of the wedding day. The photographer reserves the creative right to edit and release only those images deemed creditable as professional in quality and within the Photographer's artistic standards. The Photographer is not responsible for subjective interpretations of photography.

**24. LIMIT OF LIABILITY:** O'Malley King Photography assures that every effort will be made to provide high quality photographic services. In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. O'Malley King Photography will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a 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. O'Malley King Photography takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional-grade backup equipment. However, in the unlikely event of the Client's photographs being lost, stolen or destroyed for reasons within or beyond O'Malley King Photography's control, the latter's liability is limited to the return of all payments received for the event package. In no event shall O'Malley King Photography's liability exceed the contract price stated herein. 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.

**25. CAPACITY:** The Client affirms that he/she is at least 18 years old and has the capacity to enter into a contract with O'Malley King Photography.

**26. EMPLOYMENT STATUS:** O'Malley King Photography is an independent contractor and not an employee of the Client.

**27. JURISDICTION & SEVERABILITY:** The laws of the State of Washington shall govern this contract, and any resulting litigation or arbitration shall take place within King County, Washington. Client assumes responsibility for all

collection costs and legal fees incurred by O'Malley King Photography should enforcement of this contract become necessary. In the event that any part of this contract is found to be invalid or unenforceable, the remainder of this contract shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this contract shall not constitute a waiver of any other portion or provision of this agreement.

28. **FORCE MAJEURE:** Neither party is liable for failure to perform their obligations under this contract if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). Neither party is entitled to terminate this Contract under Clause 7 (Termination & Cancellation) in such circumstances. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that they took reasonable steps to minimize delay or damages caused by foreseeable events, that they substantially fulfilled all non-excused obligations, and that they timely notified the other party of the likelihood or actual occurrence of an event described in Clause 28 (Force Majeure).

29. **GRACE PERIOD TO EXIT THIS CONTRACT:** Client has the right to a three (3) day grace period to exit this contract from the date of signing. The Photographer must be notified in writing. The postmark shall not be older than three (3) days of the date following the signature of the contract. Photographer is not responsible for lost or undelivered mail.

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.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Photographer: O'Malley Marshall Date: 06 / 23 / 2016

Following your review, please sign above as well as initial each page and return one copy of this executed agreement to O'Malley at the address below along with your Retainer Fee of %50. **Remaining balance of \$2000 due on September 21st 2017.**

**ALL PAYMENTS CAN BE MAILED TO:**      What is the best address to send you some goodies?

O'Malley King Photography  
1730 Giddings Ave SE  
Grand Rapids, MI 49507

Thank you for choosing me as your photographer! I can't wait!





<b>TITLE</b>	Wedding Photography Contract
<b>FILE NAME</b>	Sample Contract
<b>DOCUMENT ID</b>	510675e9ddb2e2dba44d164083ef54faf95a731
<b>STATUS</b>	● Out for signature

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## Document History



SENT

**06/23/2016**

23:26:14 UTC

Sent for signature to O'Malley Marshall (omalleyphotoinfo@gmail.com) and Amanda Simmons + Jerid Coleman (Amandasimm.as@gmail.com)  
IP: 68.37.99.14



VIEWED

**06/23/2016**

23:26:36 UTC

Viewed by O'Malley Marshall (omalleyphotoinfo@gmail.com)  
IP: 68.37.99.14



SIGNED

**06/23/2016**

23:26:47 UTC

Signed by O'Malley Marshall (omalleyphotoinfo@gmail.com)  
IP: 68.37.99.14



INCOMPLETE

**06/23/2016**

23:26:47 UTC

This document has not been fully executed by all signers.