

DSJ, LLC Doing Business As Blue Lake Studios [Photographer]
Wedding Photography Contract

Bride's name and address [Client]: _____

Groom's name and address [Client]: _____

Wedding Date: _____ Bride's Phone #: _____ Groom's Phone #: _____

1. **EXCLUSIVITY:** It is understood that Blue Lake Studios is the exclusive photographer retained to perform the photographic services for your wedding and reception.
2. The Photographer agrees to provide downloadable digital files to the client less than 30 days after the event.
3. **SUBSTITUTIONS:** Blue Lake Studios may substitute another photographer to take the photographs in the event of illness, injury or emergency. In the event of such substitution, Blue Lake Studios guarantees that the replacement photographer shall be a competent professional.
4. **PAYMENT SCHEDULE:** A \$500 non-refundable retainer is due to secure the client's wedding date. Additional payments can be made periodically at the client's discretion but any payments made more than 1 month before your wedding are not refundable for any reason. The final unpaid balance of the client's invoice is due two weeks prior to the wedding date.
5. **RIGHTS:** The Photographer reserves the right to use negatives and/or reproductions for advertising, display, publication or other purposes. Negatives and previews remain the property of Blue Lake Studios.
6. **RESERVATIONS/CANCELLATIONS:** Upon signature and receipt of the retainer, Blue Lake Studios shall reserve the date agreed upon and shall potentially turn away other clients. For this reason the retainer is absolutely non-refundable for any reason or at any time. The client agrees to never file legal suit for the return of the non-refundable retainer for any reason or at any time.
7. **CANCELLATIONS & PAYMENTS:** The client may cancel this contract IN WRITING at any time before the wedding date and, by signing below, agrees to pay the percentage of the contract balance as follows: 7 months or before -- Loss of retainer only. 6 months before the client agrees to pay 25% of the remaining invoice amount, 5 months before the client agrees agree to pay 35% of the remaining invoice amount, 4 months before the client agrees agree to pay 45% of the remaining invoice amount, 3 months before the client agrees agree to pay 55% of the remaining invoice amount, 2 months before the client agrees agree to pay 65% of the remaining invoice amount, 1 month or less before the wedding date the client agrees agree to pay 75% of the remaining invoice amount. The client agrees this is fair & reasonable since the closer the wedding date, the harder it will be for Blue Lake Studios to refill the date. Any cancellation must be in writing and signed by both the bride and the groom.
8. **LIABILITY:** If Blue Lake Studios cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographers illness, injury or emergency, the Photographer shall return any payments made within 1 month of the wedding date, but will not refund any payments before 1 month of the wedding and shall not refund the retainer and shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged during and/or after the event, lost through camera/computer or hard drive malfunction, or otherwise lost or damaged with or without fault on the part of the Photographer or his employees. The client understands that Blue Lake Studios makes reasonable efforts to back-up all digital files on multiple media cards, hard drives and online but that Blue Lake Studios cannot guarantee the safety or longevity of those files after the event and will not be held liable if files are lost, damaged, or not recoverable for any reason. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Blue Lake Studios from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
9. **MEALS, SEATING & BREAKS:** If we will be with you over your reception meal time we ask to be seated in the same room as the rest of your guests and have a meal consistent with what your guests are eating. If we are asked to eat in another location we cannot guarantee we will capture all the events that may occur while we are away. Failure to provide a meal and place to eat with your guests may result in additional charges of up to \$100 that you agree to pay by signing below. The client understands that Photographers are humans and may require breaks from time to time. Therefore, The client agrees to allow them to, from time to time, gaze zombie-like into their smart phones whilst leaning casually against a beam/wall.
10. **SPECIAL OFFER:** All of our bridal clients qualify to receive all future portrait sessions and prints at 20% off of retail prices at the time services are rendered.
11. **Notice of COPYRIGHT:** It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without The Photographer's permission, and violators of this Federal Law will be subject to its civil and criminal penalties.
12. **HARRASSMENT:** The client understands that in the event that The Photographers experience any inappropriate, threatening, hostile or offensive behavior from any guest or person at the wedding that the photographer may request the offending person(s) to be removed from the premises immediately or leave the event completely. If the offending person(s) cannot be removed then the Photographer reserves the right to leave the event and will provide no refunds.
13. This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties.
14. **INDEMNIFICATION.** The client shall fully indemnify, hold harmless and defend Blue Lake Studios and its directors, officers, employees, agents and Affiliates from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (1) any breach of any representation or warranty of Blue Lake Studios contained in this Agreement, (2) any breach of any covenant or other obligation or duty of Blue Lake Studios under this Agreement or under applicable law, in each case whether or not caused by the negligence of Blue Lake Studios or any other Indemnified Party and whether or not the relevant Claim has merit.

Bride's Signature: _____

Groom's Signature: _____

Bride's Name (print) _____

Groom's name (print): _____

Studio Signature: _____

Studio Representative (print): _____