

## Contract For Wedding Photography Services

Groom/Bride name:

Groom/Bride name:

Mailing address:

Wedding Photography Location/Venue:

Photography Date:

Photography Start Time:

End Time:

Wedding Planner: Yes / No Name:

Contact:

Images are to be delivered to Client by (USB Drive or Server):

Photographer's Fee CAD\$:

Fee paid on reservation retainer of CAD\$:

up to 3 days after receiving the invoice and

remaining balance 30 days before the wedding.

1. Selected Package includes:

2. The Client shall reimburse Photographer for any additional costs the Photographer may incur for travel, parking, and other reasonable costs necessary to the performance of these services if/when exceeds the agreed distance. Client must pay the remaining balance 30 days before Photographer begins photographing the day of the shoot - see T&Cs on <https://adictcreative.com/terms> and methods of payments. Any additional time beyond the agreed time will be compensated as such: the bride and groom will pay an additional **CAD\$500/hour** for the extra time and images captured.

3. Upon signature, the Photographer reserves the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the 30% reservation retainer is non-refundable if the wedding is cancelled less than 60 days before the event, otherwise the cancellation fee is **\$350**. However, any the remaining balance paid is refundable if event is cancelled for any reason, including, but not limited to acts of God, fire, extreme weather, break-up, and/or financial hardship. Reservation retainer is to be paid at time of parties signing this contract or up to 3 days after receiving the invoice. Reservation retainer is applied towards the contracted photography time upon completion of this contract. If, for any reason, the Client changes event date, the retainer can be transferred to new event date if the Photographer has the date available; otherwise there is no refund for retainer paid.

4. When complete images shall be delivered in digital format to the Client using a secure server or /and on a USB drive and photo album by mail on the next 3 business days. Where applicable, the Client shall provide the Photographer with a written list of the proof images from which final images are to be prepared, and specify the number and format(s) of the final photograph to be delivered for each proof image. If the Client does **NOT** want any images to be in black and white, check this box

5. The Client shall assist and cooperate with the Photographer in obtaining the desired images, including but not limited to specifying persons and/or scenes to be photographed; taking time to pose for images at the Photographer's direction. The Photographer shall not be responsible for images not taken as a result of the Client's failure to provide reasonable assistance or cooperation.

6. The Client understands that the quantity of images taken at the event can vary greatly and that wedding photography by nature is an art, subject to the creativity of the Photographer and his personal artistic style. The Client understands that he/she has chosen the Photographer because of his photographic style, and will grant the Photographer the right to exercise his creativity in the interest of creating the best images possible. The Client understands he/she may not demand a refund, or a redo due to differences in artistic preferences of the final images.

7. If the Photographer cannot perform this agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer's illness or injury, then the Photographer will return all fees to the Client(s) (minus any costs already used i.e. plane tickets) but shall have no further liability with respect to this agreement.

8. The Photographer retains Copyright to the images, and hereby grants the Client unlimited but non-exclusive rights to use or reproduce the images for which the Client pays. Any commercial use of images will need to be agreed by both parties, the Client and the Photographer.

### Signatures

I have read and understood the terms above. I hereby agree to the terms of this agreement. If the lines are blank, it's not considered completed. If it's not signed, it's not an agreement.

_____ Groom's/Bride's Signature	_____ Groom's/Bride's Signature
_____ Groom's/Bride's Printed Name	_____ Groom's/Bride's Printed Name
_____ Groom's/Bride's e-mail address	_____ Groom's/Bride's e-mail address
_____ Date of Signature	_____ Date of Signature
_____ Phone number	_____ Phone number

**ADICT CREATIVE PHOTOGRAPHY's Signature**

**Date of Signature**

## Photo Release Form

(to be filled by the Client)

### Permission to Use Photograph

Client(s):

Location(s):

I grant **ADICT CREATIVE PHOTOGRAPHY** the right to take images of me and my property in connection with the above-identified subject. I authorise **ADICT CREATIVE PHOTOGRAPHY** to Copyright, use and publish the same in print and/or electronically.

I agree that **ADICT CREATIVE PHOTOGRAPHY** may use such images of me with or without my name and for any lawful purpose, including for example such purposes as illustration, advertising, and web content as examples for their portfolio.

I have read and understand the above:

Signature(s) \_\_\_\_\_

Printed name(s) \_\_\_\_\_

Date \_\_\_\_\_

Signature, parent or guardian \_\_\_\_\_

(if under age 18)

## Copyright Release Form for Images

(to be filled by the Photographer)

TO:

FROM: **ADICT CREATIVE PHOTOGRAPHY**

RE: Our pre-wedding and/or wedding images to be taken on

By receipt of this letter, ADICT CREATIVE PHOTOGRAPHY grants the Client(s), \_\_\_\_\_ and \_\_\_\_\_, unlimited but non-exclusive rights to use or reproduce their engagement images taken on the TBC and wedding images taken on the TBC. Usage of these images for Client's online use is permitted given the Client credits **ADICT CREATIVE PHOTOGRAPHY** as the author of such, and/or provides a link to **ADICT CREATIVE PHOTOGRAPHY's** website.

Purpose for photograph reproduction includes use for:

- Prints
- Online usage
- Other: Any non-profit, lawful purpose

Any infringements of this policy may violate federal law.

Signed:

Date:

## TERMS AND CONDITIONS

(please read carefully)

In the following terms & conditions "the photographer" shall mean ADI TANASE or any agent/employee of ADICT CREATIVE PHOTOGRAPHY. "The client(s)" shall be those persons defined as bride and groom for wedding booking or all named individuals acknowledged to be photographed for any photography session. It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

### 1.0 Booking Fee / Retainer Payments

For all Portrait Photography a **booking fee** of **CA\$300** as well as full acceptance of these terms and conditions also published on the photographers' website secures the time and services of the Photographer for the wedding or portrait session and is non-refundable in the event of cancellation - it being the agreed loss suffered by the photographer due to cancellation.

Wedding Photography is subject to **30% retainer** will be included in the cost of the clients' chosen package and usually comes included in the **retainer** where it applies. The **retainers** are non-refundable if the wedding is cancelled less than 60 days before the event, otherwise the cancellation fee is **CA\$350**. Payment in full of the remaining balance will be due 30 days before the wedding day or for portrait sessions on the day the photography session takes place. Weddings that are postponed to a later date will retain the fees as long as the photographer can re-schedule for the new date and time.

### 2.0 Wedding Arrangements

The details of the wedding arrangements are to be agreed beforehand in writing ONLY (email is acceptable). The Client shall notify the Photographer of any changes to these details in writing. The Photographer(s) cannot be held liable for delays or disruption in their delivery of the service until any changes are received, and acknowledged in writing.

### 3.0 Payments

All sessions and wedding photography packages are subject to a 5% GST tax and can be paid by cash, Visa, MasterCard, American Express or Interac e-Transfer. For wedding photography we also offer instalment plans, please contact for more details.

### 4.0 Cancellations and Reschedules

**4.1 Wedding Photography** - The Client may cancel this contract no more than 60 days before the event by giving written notice to the Photographer but in doing so shall forfeit **CA\$350** which will serve as a cancellation fee. If the wedding is cancelled 60 days or less before the wedding, the Client shall forfeit the 30% **retainer** paid and will serve as a cancellation fee.

**4.2 Portrait and Engagement Sessions** - The Client may cancel this contract at any time but in doing so shall forfeit the **CA\$300** from any **retainer** paid and will serve as a cancellation fee.

**4.3 Rescheduling** - Providing the new date(s) is available, we allow up to 2 changes to a clients' booking and there are no fees to do so.

## 5.0 Display

The client(s) hereby allow(s) the photographer(s) to display any photograph covered by this contract and to generally promote the business in advertising, Instagram, Facebook, Twitter, Youtube, Tumblr, brochures, magazine articles, websites, sample albums and prints, venue and other vendor samples, and other such material, providing that the images used are used lawfully and without damage to the client(s) . This list is not exhaustive.

## 6.0 Images

All image sizes are nominal. The Photographer/s will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye. For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

Please note that we **DO NOT** provide **RAW** files to our clients.

## 7.0 Retouching

All images will be adjusted for exposure, brightness, contrast, sharpness, etc The Photographers' judgement regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct. Retouching, digital manipulation and artist finishing is also included.

## 8.0 Licence

The Photographer/s shall be granted an artistic licence in relation to the poses photographed and the locations used. The Photographers judgement regarding the locations/poses and number of images taken shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects and the fact it is a "live" event it may not be possible to capture all the images requested.

## 9.0 The Ceremony (wedding photography)

The client understands that the photographer must follow all rules given to them by the person/s facilitating the wedding and are not held liable for failure to deliver should the photographer be told that they are not allowed to take photos during the ceremony or be stationed in one spot. It is the clients' responsibility to understand the rules ahead of time.

## **10.0 Force Major or Act of God**

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control. Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

## **11.0 Attendance**

In the unlikely event of the Photographer being unable to attend your wedding, as much notice as is possible would be given and we reserve the right to appoint another photographer to attend your wedding on our behalf to undertake the wedding photography to his/her best ability. And if this is impossible we will do all we can to a sensible amount to help you source another photographer i.e. by providing a list of other professional photographers in the area.

## **12.0 Limitation of Liability**

In the unlikely event of total photographic failure or cancellation of this contract by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

## **13.0 Personal Accident**

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

If you have any questions of concerns regarding this contract or the terms and conditions above please do not hesitate to contact us.

**THANK YOU!**