

## Herb Sims Photography, LLC

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### CONTRACT FOR WEDDING PHOTOGRAPHY

Client:		Wedding Date:	
Local Street Address:		City:	State/Zip:
Day Phone:	Evening Phone:	E-mail:	
Wedding couple:			
Wedding couple's address after the wedding:			
Street Address:		City:	State/Zip:
Day Phone:	Evening Phone:	Email:	
Referred by:		Wedding Attire: Business Formal Casual	
If not referred, how did you find out about us?			
If you met us at a show: Show Site: Date: Special Offer:			
Pre-Wedding Photographs: Y/N		Location:	Date/time:
Rehearsal: Y/N	Date/time:	Location:	Phone:
Pre-Ceremony: Y/N	Time:	Location:	Phone:
Ceremony Location:			Phone:
Address:			
Officiate:		Phone:	
Reception Time:	Location:		
Reception Contact:		Phone	
Other Coverage:		Date:	Time:
<b>Film:</b> PHOTOGRAPHER will provide photographic coverage of event(s) as described below and as requested by CLIENT, and on behalf of the CLIENT, prepare a proof album or CD (low resolution) that will be a visual narrative of the event. Unless otherwise stated, client receives full set of copy-protected proofs under terms and conditions described under "General Terms".			
<i>NOTE: Additional sets of 4x6 prints (at time of initial printing ONLY):\$1.25 per proof.</i>			
Proofs: CD or Album	Film Format: <b>Digital</b>	Proof Size: <b>4x6</b>	Finish: <b>Glossy</b>
<b>Package A: \$650 for maximum of 4 hours, \$125/hour thereafter (min. ½ hour). Average number of 4x6 proofs - 150-250.</b>	<b>Package B: \$875 for maximum of 6 hours, \$125/hour thereafter (min. ½ hour). Average number of 4x6 proofs - 250-350 w/leather album. (1) 16x20, (1) 11x14, (15) 8x10 prints.</b>		
<b>Package C: \$1050 for maximum of 6 hours, \$125/hour thereafter (min. ½ hour). Average number of 4x6 proofs - 250-350 w/leather album. (1) 20x24, (1) 11x14, (25) 8x10 prints.</b>	<b>Package D: \$1350 for maximum of 6 hours, \$125/hour thereafter (min. ½ hour). Average number of 4x6 proofs - 250-350 w/leather album. (1) 20x24, (1) 16x20, (1) 11x14, (15) 8x10 prints.</b>		
<b>Reprint Prices:</b> 4x6 - \$8.00, 5x7 - \$11.00, 8x10 - \$22.00, 11x14 - \$50.00, 16x20 - \$130.00, online orders are 18% higher. Larger prints are available and pricing can be supplied upon request.			
<b>Other Available Deliverables:</b> NOT included in the estimate, but available are (a) digital imaging at \$50/24 images on CD (low resolution - jpg); (b) 8x10 digital composite at \$150 for initial composite and \$25/copy (larger sizes available); (c) digital enhancements and enlargements - price to be determined by size and work to be done.			
<b>TOTAL Photographer Fee – Make all Checks Payable to Herb Sims Photography, LLC</b>		<b>Package: A, B, C, D</b>	
Deposit Due on contract - <b>1<sup>st</sup> payment</b>		<b>1<sup>st</sup> Deposit:</b>	<b>\$ 150.00</b>
Second Deposit due eight weeks prior to the event - <b>2<sup>nd</sup> payment</b>		<b>2<sup>nd</sup> (8 weeks):</b>	
Final Payment for consumables - <b>3<sup>rd</sup> Final Pmt Payable ten days prior to the event.</b>		<b>3<sup>rd</sup> Final Pmt:</b> <b>(10 days)</b>	<b>\$</b>
<i>Less applicable show special</i>			
<b>ESTIMATED TOTAL</b>		<b>\$</b>	<b>ESTIMATED PKG TOTAL</b>
<b>\$</b>			<b>\$</b>
Add'l Services to be provided:			
<b>GENERAL TERMS (see page 2) APPLY UNLESS SUPERSEDED IN CONTRACT and changes signed off by all parties.</b>			
Client:			Date:
Photographer:			Date:

**ENTIRE AGREEMENT:** This agreement contains the entire understanding between the PHOTOGRAPHER (*Herb Sims Photography, LLC*) and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

**PRE-EVENT CONSULTATION:** The parties agree to a pre-event consultation two to three weeks before the event date in order to finalize the actual shooting times, locations, and CLIENT's request list for specific photographs.

**COOPERATION:** The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. PHOTOGRAPHER is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to PHOTOGRAPHER. PHOTOGRAPHER recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs.

**SHOOTING TIME/OVERTIME RATES/ADDITIONS:** CLIENT is responsible for added production fees and expenses due to conditions imposed by CLIENT but not revealed at contract inception; e.g., photographic retouching of serious blemishes, travel expenses due to change of location, event overtime, or additional portrait sessions.

**HOUSE RULES:** The photographer is limited by the guidelines of ceremony official or reception site management. CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is CLIENT's responsibility; PHOTOGRAPHER will offer technical recommendations only.

**MEALS:** PHOTOGRAPHER suggests that CLIENT shall provide a suitable meal (not necessarily the banquet meal served to guests) for the photographer (and assistant, if involved) if the contracted coverage extends through a seated meal service AND the contracted coverage is three or more hours. If the meal is not provided, the photographer (and assistant) may obtain own meals off premises at CLIENT's expense.

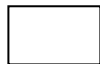
**PREVIEWS:** For the "per picture" option, print previews are usually ready within 30 days of the event date, except when laboratory schedules are heavy. Loaned previews, in whatever form, are due for return within 30 days. Orders received more than 90 days after PHOTOGRAPHER has presented the previews to CLIENT may be subjected to price increases on items including packages. The CLIENT is responsible for lost, stolen, damaged, or defaced previews. Total or partial loss will be charged as normal print plus album cost.

**COPYRIGHTS:** The photographs produced by this PHOTOGRAPHER are protected by Federal Copyright Law and may not be reproduced in any manner without PHOTOGRAPHER's explicitly written permission. All publicly displayed/printed images must have PHOTOGRAPHER's approval and release. PHOTOGRAPHER will supply label for images to be distributed which CLIENT is required to use.

**NEGATIVES:** If CLIENT goes with option for co-rights of digital negatives, PHOTOGRAPHER will have a proof book created. Digital negatives may reside with CLIENT. However, before proofs and digital negatives are turned over to CLIENT, PHOTOGRAPHER has option of creating digital copies of selected images. If CLIENT chooses the ALBUMS ONLY option, the digital negatives are not for sale, but it is recommended that CLIENT notify PHOTOGRAPHER of address changes, should PHOTOGRAPHER choose to sell or relinquish digital negatives at some future time. (One year is typical storage time.)

**LIMIT OF LIABILITY:** In the unlikely event that the photographer is injured or becomes too ill to photograph the event, PHOTOGRAPHER will make every effort to secure a replacement photographer. If the situation should occur and a professional replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. PHOTOGRAPHER takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that all the photographs have been lost, stolen, or destroyed for reasons within or beyond PHOTOGRAPHER control, PHOTOGRAPHER liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the package selected, based on the percentage of originals lost.

**SECURITY DEPOSIT:** In the event of a postponement or cancellation of the event, all security deposit monies are non-refundable and shall be considered liquidated damages owed to the PHOTOGRAPHER. If the PHOTOGRAPHER is able to re-book another event comparable to the fees that would have been received by the within contract, all deposit monies shall be returned to the CLIENT, minus a processing fee of \$300.00 (which fee is used by the PHOTOGRAPHER as reimbursement for labor and materials incurred up to the time of cancellation).



**COMPLETION SCHEDULE:** For the album option, albums take 6-8 weeks and enlargements 6-10 weeks, except when laboratory and bindery schedules are heavy. All deliverables are FOB PHOTOGRAPHER and must be claimed within fourteen (14) days.

**PAYMENTS:** CLIENT agrees to promptly pay all required deposits and costs of packages ordered and additional photographs ordered by the CLIENT. In the event of payment default, CLIENT shall be responsible for bad check fees, collection costs, certified mailing costs, litigation fees, court costs and attorneys fee. However, in addition to these costs, PHOTOGRAPHER shall be entitled to seek any and all legal remedies available by law.

**MODEL/EXHIBITION/RELEASE:** CLIENT grants PHOTOGRAPHER access to negatives and the unrestricted right to copyright, use and publish photographs resulting from this assignment for commercial, promotion, competition or other purposes such as, but not limited to, print ads, brochures, website, exhibits and other promotions without compensation or liability to the client.

Signature of Client	Date
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