

# PHOTOBISOU

## Professional Photographic Service

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### Wedding Photography Contract

<b>Wedding Location:</b>							
<b>Phone:</b>		<b>Contact:</b>					
<b>Reception Location:</b>							
<b>Phone:</b>		<b>Contact:</b>					
<b>Wedding Date :</b>		<b>Time:</b>					
<b>Bride's Name:</b>							
<b>Home Phone:</b>		<b>Work Phone</b>					
<b>Address:</b>							
<b>Email:</b>							
<b>Groom's Name:</b>							
<b>Home Phone:</b>		<b>Work Phone</b>					
<b>Address:</b>							
<b>Email:</b>							

Photography fee agreed on: \$\_\_\_\_\_ (plus applicable expenses as described in the contract). A deposit of 50% (\$\_\_\_\_\_) is due when this agreement is signed, and the balance (\$\_\_\_\_\_) is to be paid on the date of wedding ceremony.

Additional Expenses: THE CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by THE CLIENT.

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

**A). \$500 package includes:**

1 professional wedding photographer  
1-day coverage, up to 8 hours  
1- DVD disk with all high-resolution images from your wedding  
(Full print release form will be provided) Photo editing included  
1-year photo gallery on our web site (Passwords protected if it is requested)  
Additional enlargement photo print sizes are available with extra cost

**B). \$750 package includes:**

1 professional wedding photographer  
1-day coverage, up to 8 hours  
1- DVD disk with all high-resolution images from your wedding  
(Full print release form will be provided)  
Photo editing, retouching included  
1-year photo gallery on our web site (Passwords protected if it is requested)  
Up to 200 - 6" x 4" photo prints from professional photo lab  
5 - 8" x 10" photo prints from professional photo lab  
2 - 16" x 20" photo prints from professional photo lab (frame - optional)

**C). \$750 package with an Album (8" x10") includes:**

1 professional wedding photographer  
1-day coverage, up to 8 hours  
1- DVD disk with all high-resolution images from your wedding  
(full print release form will be provided)  
Photo editing, retouching included  
1-year photo gallery on our web site (Passwords protected if it is requested)  
Photo Book - Hardcover Album 8" x10" / 26 pages  
5 - 8" x 10" photo prints from professional photo lab  
2 - 16" x 20" photo prints from professional photo lab (frame - optional)

**D). \$1000 package includes:**

1 professional wedding photographer  
1-day coverage, up to 10 hours  
3 hours coverage of engagement session  
1- DVD disk with all high-resolution images from your wedding  
(Full print release form will be provided)  
Photo editing, retouching included  
1-year photo gallery on our web site (Passwords protected if it is requested)  
Up to 300 - 6" x 4" photo prints from professional photo lab  
5 - 8" x 10" photo prints from professional photo lab  
2 - 16" x 20" photo prints from professional photo lab

**E). \$1000 package with an Album (10" x 10") includes:**

- 1 professional wedding photographer
- 1-day coverage, up to 10 hours
- 3 hours coverage of engagement session
- 1- DVD disk with all high-resolution images from your wedding  
(Full print release form will be provided)
- Photo editing, retouching included
- 1-year photo gallery on our web site (Passwords protected if it is requested)
- Photo Book - Hardcover Album 10" x10" / 26 pages
- 5 - 8" x 10" photo prints from professional photo lab
- 2 - 16" x 20" photo prints from professional photo lab

**D). \$1200 package with an Album (10" x10") includes:**

- 1 professional wedding photographer
- 1-day coverage
- 3 hours coverage of engagement session
- Guest signing board
- 1- DVD disk with all high-resolution images from your wedding  
(Full print release form will be provided)
- Photo editing, retouching included
- 1-year photo gallery on our web site (Passwords protected if it is requested)
- Photo Book - Hardcover Album 10" x10" / 38 pages
- Up to 200 - 6" x 4" photo prints from professional photo lab
- 5 - 8" x 10" photo prints from professional photo lab
- 2 - 16" x 20" photo prints from professional photo lab

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between BISOU PHOTOGRAPHY and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and all the relevant parties sign providing the document.

2. RESERVATION: Upon your signature, BISOU PHOTOGRAPHY will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of 50% is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards 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 on the date of wedding ceremony.

3. THE CLIENT agrees if the balance is not paid on the Client's wedding package delivery, BISOU PHOTOGRAPHY will NOT make a final delivery of selected prints, incurring no liability to BISOU PHOTOGRAPHY and resulting in loss of Reservation Deposit by THE CLIENT.

4. CANCELLATION: In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the deposit will be forfeit. BISOU PHOTOGRAPHY agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT.

5. PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the wedding date in order to finalize the actual shooting times and locations.

6. EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying

people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

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

8. SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and BISOU PHOTOGRAPHY agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, BISOU PHOTOGRAPHY will not be held liable for any photographs not taken.

9. HOUSE RULES: The photographer is limited by the guidelines of the ceremony official 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; BISOU PHOTOGRAPHY will offer technical recommendations only.

10. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: Upon final payment by THE CLIENT, copyright ownership of the resulting images will be transferred to THE CLIENT under the following conditions:

- The negatives and/or slides are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.

MODEL RELEASE: THE CLIENT hereby assigns and grants BISOU 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 releases BISOU PHOTOGRAPHY and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that BISOU PHOTOGRAPHY may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by BISOU PHOTOGRAPHY.

GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

BISOU PHOTOGRAPHY will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

11. COMPLETION SCHEDULE: Digital processing takes approximately 2 weeks. Creation of a wedding album takes 6-

10 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.

12. PAYMENTS: THE CLIENT agrees that 50% deposit is required at the time of contract acceptance and 100% of the remaining balance is due on THE CLIENTS' receipt of the CD and other prints.

13. FINAL DELIVERY: BISOU PHOTOGRAPHY will deliver the prints and any additional material once printing is completed. BISOU PHOTOGRAPHY will also deliver a CD with the high resolution negatives of all images.

14. METHOD OF REMUNERATION: Payment may be made in cash or check.  
PROOF OF PAYMENT TO BE PROVIDED ON REQUEST

15. PENALTY FEES & CHARGES: There is a \$200.00 late payment fee for any payments that are not postmarked or delivered to BISOU PHOTOGRAPHY by the required date.

16. RIGHT OF WITHDRAWAL: BISOU PHOTOGRAPHY's discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should BISOU PHOTOGRAPHY initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, \$100.00 an hour is charged for all photography services already provided and \$50.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

17. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. BISOU 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.

BISOU 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 BISOU PHOTOGRAPHY control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not 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.

18. NON-GUARANTEES: Although every possible care will be taken to produce photographs of all important and special events during the wedding, BISOU PHOTOGRAPHY cannot place an unconditional guarantee on the above. BISOU PHOTOGRAPHY will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of BISOU Photography's control.

19. PERFORMANCE: The performance of this contract on behalf of BISOU PHOTOGRAPHY shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

20. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

21. AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE

CLIENT and BISOU PHOTOGRAPHY at the time of acceptance of this contract shall be recognized as amendments to this contract.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Bride's signed \_\_\_\_\_ (CLIENT RESPONSIBLE FOR PAYMENT)

NAME \_\_\_\_\_ DATE \_\_\_\_\_

Groom's signed \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ DATE \_\_\_\_\_

Signed \_\_\_\_\_ (on behalf of BISOU PHOTOGRAPHY)

NAME \_\_\_\_\_ DATE \_\_\_\_\_