

TRUE IMAGE PHOTOGRAPHY

WEDDING PHOTOGRAPHY CONTRACT

Wedding Date and Time:

Bride's Name:

Phone: _____ Fax: _____

Address: _____

Email: _____

Groom's Name:

Phone: _____ Fax: _____

Address: _____

Email: _____

Time Photography Session Starts: _____

Time Photography Session Ends: _____

Amount of Guests: _____

Other Photography Sessions agreed on: _____

Wedding Location: _____

THE CLIENT: _____

THE PHOTOGRAPHER: _____

(on behalf of TRUE IMAGE PHOTOGRAPHY)

Wedding Official and Contact Number:

Wedding Official: _____

Phone: _____ Fax: _____

Address: _____

Email: _____

Wedding Reception Location:

Wedding Reception Manager and Contact Number:

Bride's Dress-up Location:

Wedding theme: please specify color scheme / traditional / formal / informal / casual etc.

Wedding Attire: describe bride, groom and wedding party attire

Photo Coverage Plans for Weddings

and Bar/Bat Mitzvahs (effective May 1, 2009 and subject to change)

Basic Wedding Package \$495.00 *deposit \$100.00*

- 1 Album with 24 5x7" pages
- 100 (minimum) preview prints 3.5x5 inch photos
- 1 location and 3 hours of photography

Classic Wedding Package \$570.00 *deposit \$150.00*

- 1 Album with 20 8x10" prints
- with your choice of 5X7s and storytelling previews.
- 120 (minimum) preview prints 3.5x5 inch photos

1 Locations and 6 hours of photography

Deluxe Wedding Package \$650.00 *deposit \$200.00*

- 1 Album with 24 8x10" prints
with your choice of 8X10s, 5X7s and storytelling previews.
- 1 11X14 Portrait that you can cherish forever.
- 200 (minimum) preview prints 3.5x5 inch photos
- 2 Locations and 6 hours of photography

Premium Wedding Package \$875.00 *deposit \$300.00*

- 1 Album with 30 8x10" pages
with your choice of 8X10s, 5X7s and storytelling previews.
- 1 11X14 Portrait that you can cherish forever.
- 300 (minimum) preview prints 3.5x5 inch photos
- 3 locations and up to eight hours of photography

Diamond Digital Wedding Package \$1275.00 *deposit \$300.00*

- Digital Album on Dvd – 300 images
- Print Ready Photo CD – 300 images
- 2 Gift Albums - 8 Photos 4x5 Photos with Folio
- 300 (minimum) preview prints 3.5x5 inch photos
- 3 locations and up to eight hours of photography

Golden Heirloom Wedding Package \$1575.00 *deposit \$500.00*

- Digital Album on Dvd – 300 images
- Print Ready Photo CDs – 300 images
- 1 Album with 30 8x10" pages
with your choice of 8X10s, 5X7s and storytelling previews.
- 1 11X14 Portrait that you can cherish forever.
- 2 Gift Albums - 8 Photos 4x5 Photos with Folio
- 400 (minimum) preview prints 3.5x5 inch photos
- 3 locations and up to eight hours of photography

Packages are flexible and can be modified to suit the requirements of event and wishes of the client.

Previews are given to the client at no charge

Add 10% for weddings of 126 - 150 guests. Add 20% for 150 - 200 guests.

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE: _____

Package specs:

Additional services

Photography fee agreed on: \$_____ (plus applicable expenses as described in the contract).

A deposit of is due when this agreement is signed,

First payment 50% (\$_____) is due ten days prior to the event, and

The balance (\$_____) is to be paid on the date of delivery of sample photograph.

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

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between TRUE IMAGE 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 providing the document is signed by all the relevant parties.

2. RESERVATION: Upon your signature, TRUE IMAGE 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 delivery of the samples.

3. SAMPLE PROOFS DELIVERY: After the wedding, TRUE IMAGE PHOTOGRAPHY will provide THE CLIENT with a watermarked low resolution sample proofs. This Sample will contain all photographs taken at the event. All photographs will have a watermark embedded, prohibiting unauthorized use. THE CLIENT should as soon as possible provide TRUE IMAGE PHOTOGRAPHY with a list of desired images to be printed, enlarged and/or digitally manipulated (corresponding to the amount of prints agreed upon in this contract). The list should specify which images should be in color, black and white or sepia. Printing of photographs cannot commence prior to TRUE IMAGE PHOTOGRAPHY'S receipt of this list. THE CLIENT agrees if the balance is not paid on initial sample delivery, TRUE IMAGE PHOTOGRAPHY will NOT make a

final delivery of selected prints, incurring no liability to TRUE IMAGE 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. TRUE IMAGE 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. 90 MINUTE WINDOW: The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 60 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 90 minute window from occurring, TRUE IMAGE PHOTOGRAPHY shall not be held liable for failure to take desired photographs.

8. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. TRUE IMAGE 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 TRUE IMAGE PHOTOGRAPHY. TRUE IMAGE 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.

9. 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 TRUE IMAGE 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, TRUE IMAGE PHOTOGRAPHY will not be held liable for any photographs not taken.

10. 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; TRUE IMAGE PHOTOGRAPHY will offer technical recommendations only.

11. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by TRUE IMAGE PHOTOGRAPHY are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without TRUE IMAGE PHOTOGRAPHY'S explicit written permission. Upon final payment by THE CLIENT, limited 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.

- THE CLIENT must obtain written permission from, and compensate TRUE IMAGE PHOTOGRAPHY prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

- MODEL RELEASE: THE CLIENT hereby assigns and grants TRUE IMAGE 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 TRUE IMAGE PHOTOGRAPHY and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that TRUE IMAGE 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 TRUE IMAGE PHOTOGRAPHY

- EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that TRUE IMAGE PHOTOGRAPHY will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by TRUE IMAGE PHOTOGRAPHY, THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographer are in session. TRUE IMAGE PHOTOGRAPHY suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of TRUE IMAGE PHOTOGRAPHY to capture the formal wedding portraits. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography cannot be permitted.

TRUE IMAGE PHOTOGRAPHY will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar during the time TRUE IMAGE PHOTOGRAPHY equipment is being packed up. In return for this consideration TRUE IMAGE PHOTOGRAPHY insists no other guest photography take place when or where TRUE IMAGE PHOTOGRAPHY is working. No other guest/photographer using professional equipment will be allowed by TRUE IMAGE PHOTOGRAPHY at any time during the wedding. TRUE IMAGE PHOTOGRAPHY reserves the right to stop any photographic services paid for and leave the function should any other person take photographs with any professional equipment – with the deposit being forfeit.

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.

TRUE IMAGE 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.

15. COMPLETION SCHEDULE: The printing process can only start once TRUE IMAGE PHOTOGRAPHY receives the order list for the required images. 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.

16. PAYMENTS: THE CLIENT agrees that a DEPOSIT is required at the time of contract acceptance 50% of the Balance is due ten days prior to the event and 100% of the remaining balance is due on THE CLIENTS' receipt of the Sample proofs.

17. FINAL DELIVERY: TRUE IMAGE PHOTOGRAPHY will deliver the prints and any additional material once printing is completed.

18. METHOD OF REMUNERATION: Payment may be made in cash or cashier's check.

PROOF OF PAYMENT TO BE PROVIDED ON REQUEST
NO PERSONAL CHECKS ACCEPTED

19. PURCHASE OF DIGITAL NEGATIVES: If THE CLIENT desires a copy of the additional digital negatives (images not selected for the paid package) in high resolution, these images may be purchased at a specified cost and will be supplied on CD.

20. PENALTY FEES & CHARGES: There is a \$100.00 late payment fee for any payments that are not postmarked or delivered to TRUE IMAGE PHOTOGRAPHY by the required date.

21. RIGHT OF WITHDRAWAL: "TRUE IMAGE 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 TRUE IMAGE 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.

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

TRUE IMAGE 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 TRUE IMAGE 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.

23. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, TRUE IMAGE PHOTOGRAPHY cannot place an unconditional guarantee on the above. TRUE IMAGE 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 TRUE IMAGE PHOTOGRAPHY'S control.

24. PERFORMANCE: The performance of this contract on behalf of TRUE IMAGE 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.

25. 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.

26. 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 TRUE IMAGE PHOTOGRAPHY at the time of acceptance of this contract shall be recognized as amendments to this contract.

27. REPRINT ORDERS: Reprints of photos (or additional prints of photos not included in the package, but which is part of the additional low resolution images provided on CD) may be ordered at the following rates: -

A la carte Pricing

(Effective May 1, 2005)

Prices subject to change without notice, sales tax and shipping extra

A la carte pricing allows you to choose just the right elements to make up your perfect wedding album. You create the heirloom that will be cherished for generations to come.

You determine the number, size, and order of your special keepsake. Remember that while I guide you through the maze of images the ultimate choice is yours and yours alone, so enjoy and let your imagination soar.

The following prices are based on a single order to be placed by the wedding couple, your friends and family as a single order and made out on one bill. Sales tax and shipping extra.

Albums Prices

Your choice of 8X10s, 5X7s and storytelling previews.

12 pages	\$ 72.00
24 pages	\$ 144.00
36 pages	\$ 216.00
48 pages	\$ 288.00

Additional pages \$ 10.00

Print Prices

Sheet Print size 1- 8x10 2-5x7 4-3 1/2x5
 9-Big Wallets 25 -Mini Wallets

	1st Printing	Cost 2-10 Printing
Per Sheets	\$12.00	\$ 8.00
11x14"	\$20.00	\$15.00
13x19"	\$35.00	\$30.00

Minimum \$50.00/order

28. PROFESSIONAL IMAGE MANIPULATION:

TRUE IMAGE PHOTOGRAPHY will allow for limited professional image manipulation (if technically possible) on any images of THE CLIENT’S choice. This includes opening of individual’s eyes, red eye removal, de-ageing, removal of people and/or objects, insertion of missing people and/or objects, color correction, special effects, portrait glamorization etc. It is understood that if a technicality prevents TRUE IMAGE PHOTOGRAPHY from performing requested image manipulation, or if a technicality prevents the final result to meet THE CLIENT’S requirement, THE CLIENT will reside with the fact that TRUE IMAGE PHOTOGRAPHY has performed to its best ability with regard to the specific task and that TRUE IMAGE PHOTOGRAPHY has no further responsibility towards said image manipulation.

I have read and understood the terms stated in this contract. I hereby agree to the terms of this agreement.

Signed _____
(THE CLIENT – Person Responsible for payments)

Print please _____

Signed _____
(Witness)

Print please _____

Photographer: _____

Signed _____
(On behalf of TRUE IMAGE PHOTOGRAPHY)

Date: _____