#

# Agreement for Wedding Photography Services

**CLIENT INFORMATION**

|  |  |  |  |
| --- | --- | --- | --- |
| NAME OF BRIDE:  | First and Last Name | NAME OF GROOM:  | First and Last Name |
| PHONE NUMBER:  | Phone Number | PHONE NUMBER:  | Phone Number |
| EMAIL:  | Email Address | EMAIL:  | Email Address |
| ADDRESS:  | Mailing Address | ADDRESS:  | Mailing Address |

WEDDING DETAILS

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| WEDDING DATE:  | Wedding Date | Time: | Start Time | to | End Time |
| CEREMONY LOCATION:  | Name of Ceremony Venue |
| ADDRESS:  | Address of Ceremony Venue |
| RECEPTION LOCATION:  | Name of Reception Venue |
| ADDRESS:  | Address of Reception Venue |
| OTHER LOCATION(S):  | Other locations such as getting ready location and/or alternate photo location |
| ADDRESS:  | Address of Other Location |

**PACKAGE DETAILS**

|  |  |  |
| --- | --- | --- |
| TOTAL PACKAGE PRICE:  | $1500 |  |
| PACKAGE INCLUDES:  | Full Wedding Day coverage, professionally edited images, full resolution images delivered via a permanent, exclusive online gallery with unlimited downloading and sharing |

**ENTIRE AGREEMENT:**   This agreement contains the entire understanding between VIVO PHOTOGRAPHY 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 parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

**RESERVATION:**   A signed agreement and 25% retainer fee are required to reserve the dates and times of the WEDDING. Upon signature, VIVO PHOTOGRAPHY reserves the date agreed upon, and will not make other reservations for that date. If the WEDDING is cancelled for any reason, the retainer fee is non-refundable and shall be liquidated damages to VIVO PHOTOGRAPHY. If, for any reason, client changes the WEDDING date, the retainer can be transferred to the new WEDDING date if VIVO PHOTOGRAPHY has the date available; otherwise there is no refund for retainer paid.

**WEDDING SCHEDULE:**  The client agrees to confirm the schedule one week prior to the WEDDING. Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from VIVO PHOTOGRAPHY by the CLIENT.

**SAFETY:**  VIVO PHOTOGRAPHY reserves to right to terminate coverage and leave the location of the WEDDING if the photographer experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the WEDDING or in the WEDDING that the safety of the photographer is in question.

**RESPONSIBILITIES:**  VIVO PHOTOGRAPHY will survey, to the extent possible, all locations in which photography is to take place prior to the wedding day to ensure familiarity with aspects such as layout and lighting.

VIVO PHOTOGRAPHY will meet with the CLIENT approximately 90 days before the wedding for a detailed planning of the wedding photography timeline and desired photography results. VIVO PHOTOGRAPHY will make every effort to obtain all specified photographic shots. The CLIENT shall assist and cooperate with VIVO PHOTOGRAPHY in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed and taking time to pose for photographs at the photographer’s direction. VIVO PHOTOGRAPHY shall not be responsible for photographs not taken as a result of the CLIENT’S failure to provide reasonable assistance or cooperation.

VIVO PHOTOGRAPHY is not responsible for compromised coverage due to causes beyond the control of VIVO PHOTOGRAPHY including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to VIVO PHOTOGRAPHY, rendering of decorations, or restrictions of the locations. VIVO PHOTOGRAPHY is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. VIVO PHOTOGRAPHY is not held liable for missed coverage of any part of the WEDDING. VIVO PHOTOGRAPHY will not be held accountable for failure to deliver images of any individuals or any objects at the WEDDING.

**VENUE AND LOCATION LIMITATIONS:**  VIVO PHOTOGRAPHY is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on VIVO PHOTOGRAPHY. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; VIVO PHOTOGRAPHY will offer technical recommendations only.

**PERMITS:**  The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which VIVO PHOTOGRAPHY will be performing services.

**INSURANCE:** VIVO PHOTOGRAPHY will maintain liability insurance and will produce proof of insurance should it be requested by the wedding venue.

**COPYRIGHTS:**  VIVO PHOTOGRAPHY retains copyright in the photographs, and hereby grants the client unlimited but non-exclusive rights to use or reproduce the photographs for which the client pays. VIVO PHOTOGRAPHY grants the CLIENT permission to share the images on social networking websites and with family and friends.

**MODEL RELEASE:**   The CLIENT hereby assigns VIVO PHOTOGRAPHY 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, educational, and other purposes. The CLIENT releases all claim to profits that may arise from use of images.

**LIMIT OF LIABILITY**: In the unlikely event that VIVO PHOTOGRAPHY is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of VIVO PHOTOGRAPHY, VIVO PHOTOGRAPHY will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the WEDDING.

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond VIVO PHOTOGRAPHY's control, including but not limited to camera, hard drive, or equipment malfunction, VIVO PHOTOGRAPHY’s liability is limited to the return of all payments received for the WEDDING. 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. VIVO PHOTOGRAPHY is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

**CAPTURE AND DELIVERY:**   VIVO PHOTOGRAPHY is not liable to deliver every image taken at the WEDDING.  The determination of images delivered to the CLIENT is left to the discretion of VIVO PHOTOGRAPHY. The client understands that the quantity of photographs taken at the WEDDING 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 final post production and editing styles, effects, and overall look of the images are left to the discretion of VIVO PHOTOGRAPHY. The CLIENT understands he/she may not demand a refund due to differences in artistic preferences of the final images.

**PAYMENT SCHEDULE:**  The aforementioned non-refundable retainer fee equal to $375 is due at the time of signing this agreement. The remaining balance is payable in full 7 days prior to the day of the WEDDING. In the event the CLIENT fails to remit payment as specified, VIVO PHOTOGRAPHY shall have the right to immediately terminate this agreement with no further obligation and retain any monies already paid.

**Signatures**

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

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Bride Signature |  | Groom Signature |
| Name of Bride |  | Name of Groom |
| Bride Printed Name |  | Groom Printed Name |
| Date |  | Date |
| Date of Signature |  | Date of Signature |
|  |  |
|  | VIVO PHOTOGRAPHY Representative Signature |
|  | Name |
|  | VIVO PHOTOGRAPHY Representative Printed Name |
|  | Date |
|  | Date of Signature |