

Steve Giese Photography Wedding Contract

Wedding Date and Time: _____

Bride's Name: _____

Phone: _____ email: _____

Address: _____

Groom's Name: _____

Phone: _____ email: _____

Address: _____

Time Photography Session Starts: _____ Ends: _____

Number of Guests: _____

Package agreed upon: _____

Wedding Chapel Name/Location: _____

Wedding Reception Location: _____

Bride's Dress-up Location: _____

Photography fee agreed upon: \$ _____ (plus applicable expenses as described in the contract). A non-refundable retainer of 33% (\$ _____) of the package price is due when this agreement is signed, and the balance (\$ _____) plus all taxes are due on the day of the event.

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between **Steve Giese 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. RETAINER: Upon your signature, **Steve Giese Photography** will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Retainer of 33% 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 Retainer is to be paid at time of signing the contract. The Retainer 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 or before delivery of the photograph CD.

3. PHOTOGRAPH CD DELIVERY: After the wedding, **Steve Giese Photography** will provide THE CLIENT with a CD/DVD of all photographs taken at the event. THE CLIENT agrees if the balance is not paid, **Steve**

Giese Photography will NOT make a final delivery of the photograph CD/DVD or the online proofing website, incurring no liability to *Steve Giese Photography* and resulting in loss of the Retainer by THE CLIENT.

4. 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; *Steve Giese Photography* will offer technical recommendations only.

5. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by *Steve Giese Photography* are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without *Steve Giese 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 *Steve Giese Photography* prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

6. MODEL RELEASE: THE CLIENT hereby assigns and grants *Steve Giese 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 *Steve Giese Photography* and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that *Steve Giese 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 *Steve Giese Photography*.

7. *Steve Giese 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. 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.

8. COMPLETION SCHEDULE: The printing process can only start once *Steve Giese Photography* receives the order list for the required images. Digital processing takes approximately 2 weeks. Creation of a wedding photo book takes 3-6 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.

9. FINAL DELIVERY: *Steve Giese Photography* will deliver the prints and any additional material once printing is completed. Any À La Carte items or services not included in the wedding package listed above, must be paid for in full prior to their delivery.

10. METHOD OF REMUNERATION: Payment may be made in cash or by personal check.

11. RIGHT OF WITHDRAWAL: *Steve Giese Photography's* discovery of new information, changes to agreed circumstances, or other factors which tend 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 *Steve Giese Photography* initiate the withdrawal, all fees will be returned, excluding the Retainer 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.

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

13. *Steve Giese 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 *Steve Giese 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.

14. 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.

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

Signed: _____ Date: _____
(CLIENT RESPONSIBLE FOR PAYMENT)

Signed: _____ Date: _____
(on behalf of *Steve Giese Photography*)

Please return all pages to:
Steve Giese Photography
408 Depere Road
Denmark, WI 54208

Questions? Call 920-621-3319