



## Wedding Photography Agreement

Celebrated between

Viviimage Photography (Studio)

And

Gina & Jonathan (Client)

This agreement contains the entire understanding between the STUDIO and the CLIENT. The only way to add or change this agreement is to do so in writing, signed by all parties.

### **Description of Photographic Service Provided:**

Full day Photographic coverage of my Wedding on Saturday, November 30th, 2024 by Lead Photographer Viviana Garcia.

Final high quality edited images delivered 5 weeks after the date of the wedding. Images will be sent via web download and/or mailed via USB drive.

### **Payment:**

The client agrees to pay the total of \$1,970.00 to Viviimage for the Studio's professional services. A deposit of 50% \$985.00 non-refundable retainer fee is due at the time of signing of agreement and will reserve Viviimage for the date of your event. The remaining balance of \$985.00 will be paid by the client one week before the date of the event. In the event the client fails to pay as specified, the Studio shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the event.

### **Change of Date or Venue:**

The Client agrees to notify the Studio by phone/email at the earliest convenience should there be a change of date and/or venue. If the change of venue requires substantial travel, the client agrees to pay for reasonable logistical expenses. The Studio may not be available for an alternate date, in this situation the Studio and the Client will meet to come up with a reasonable solution. The Client understands some/all monies paid may be forfeited.

**Cancellation:**

Should the event be canceled the client agrees to notify the Studio at the earliest convenience. In certain situations some/all of the deposit may be refunded at the discretion of the studio. If the client cancels within 6 months of the date of the event, the studio may keep 100% of the deposit as a result of declining other paid assignments. In the unlikely event that the studio has to cancel, all monies paid will be fully refunded and accompanied with a list of substitute photographers.

**Safety:**

The Studio reserves the right to terminate coverage and leave the location of the event if the photographer experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the event or in the case that the safety of the photographer is in question.

**Venue and Location Limitations:**

The Studio is limited by the rules and guidelines of the location(s) and site management. The Client agrees to accept any technical problems that may result. Negotiation with the venue is the Client's responsibility. The Studio will offer technical recommendations only. The client is responsible for acquiring all permits and necessary permission for all locations on which the Studio will be performing services.

**Storage and Meals:**

Please provide the Studio a location to store photography equipment. For events lasting around 6-8 hours a meal should be provided for photographer/s.

**Copyrights:**

The photographs produced by the Studio are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the Studio's explicitly written permission. The Studio grants the Client permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is given to the Studio. The Client must obtain written permission from the Studio prior to publishing or selling the photographs.

**Release:**

The Studio has the right to publish the photographs in which the Client may be included for portfolio, website, social networks, editorial, advertising, educational, and any other purpose in any medium. The Studio will ask for permission from the Client prior to selling the photographs. The Client releases all claims to profits that may arise from the use of the images.

**Capture and Delivery:**

The Studio is not liable to deliver every image taken at the event. The determination of images delivered to the Client is left to the discretion of the Studio. The final post production and editing styles, effects, and overall look of the images are left to the discretion of the Studio.

**Schedule:**

The Client and the Studio agree that cooperation and punctuality are essential. Shooting commences at the scheduled start time and ends at the scheduled end time. If the Client does not arrive at the appointed time for the event(s), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the Client.

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

**Limit of Liability:**

In the unlikely event that the Studio is unable to perform this agreement due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the Studio, the responsibility and liability is limited to the return of all payments received for the event.

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the Studio’s control, including but not limited to camera, hard drive, or equipment malfunctions, the Studio liability is limited to the return of all payments received for the event.

The parties have read and agreed to all terms and conditions of this Agreement, and acknowledge receipt of a complete copy of the Agreement signed by both parties.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Studio Signature: \_\_\_\_\_ Date: \_\_\_\_\_