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Katelyn Mogdis
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Wedding Contract

(fill out as much as you can, if you aren't sure just leave it blank)

Wedding Date and Time: _____

Name(s): _____ Phone: _____

Address: _____

Time Photography Session Starts: _____ Ends: _____

Other Photography Sessions agreed on:

Wedding Ceremony Location:

Wedding Reception Location:

Photography fee: \$_____ (plus applicable expenses as described in the contract). A reservation retainer of \$_____ is due when this agreement is signed, and the balance of \$_____ is to be paid on the date of the wedding.

Total travel fee \$_____.

Reservation Retainer paid \$_____ on _____.

Remaining Balance \$_____ due on _____.

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

Initials _____ (Client) _____ (Photographer)

1. **ENTIRE AGREEMENT:** This agreement contains the entire understanding between Kate Marie 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, Kate Marie 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 Retainer of 30% of package cost is non refundable, even if the date is changed or the wedding canceled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Retainer is to be paid at time of signing the contract. The Reservation 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 the wedding date.
3. **CANCELLATION:** In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding day takes place, the deposit and any addition monies paid will be forfeit. Kate Marie Photography agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT if the wedding is cancelled within 90 days of the wedding and the date has been rebooked by another client.
4. **PRE-EVENT CONSULTATION:** The parties agree to a pre-event phone consultation before the wedding date in order to finalize the actual shooting times and locations. This usually takes place the week of the wedding to go over any last minute details.
5. **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.
6. **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, Kate Marie photography shall not be held liable for failure to take desired photographs.
7. **COOPERATION:** The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Kate Marie 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 Kate Marie photography. Kate Marie 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 Kate Marie photography agrees that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, Kate Marie photography will not be held liable for any photographs not taken. Additional coverage can be added if needed at the rate of \$450 per hour. Payment for additional hours must be paid before the photographer leaves the reception.
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; Kate Marie photography will offer technical recommendations only.
10. **DIGITAL NEGATIVES, PRINTS and COPYRIGHTS:** The photographs, digital negatives or prints produced by Kate Marie photography are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without "Kate Marie photography's explicit written permission. Upon final payment by THE CLIENT, printing rights of the resulting images will be transferred to THE CLIENT under the following conditions: · The edited images 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 "Kate Marie photography" prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.
11. **MODEL RELEASE:** THE CLIENT hereby assigns and grants Kate Marie 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 Kate Marie photography and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Kate Marie photography may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls,

Initials _____ (Client) _____ (Photographer)

photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by Kate Marie photography.

12. **EXCLUSIVITY / GUEST PHOTOGRAPHY:** It is understood that Kate Marie photography will act as the sole hired wedding photographer. The formal photography time is for the exclusive use of Kate Marie 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.
13. **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. Kate Marie 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.
14. **COMPLETION SCHEDULE:** The online gallery will be made available no longer than 90 days after the wedding date. THE CLIENT may then download their gallery and print at a printer of their choice.
15. **PAYMENTS:** THE CLIENT agrees that reservation retainer is required at the time of contract acceptance and 100% of the remaining balance plus travel fees is due on THE CLIENTS' wedding day.
16. **FINAL DELIVERY:** Kate Marie photography emails a link to an online gallery or usb drive giving the client permission to download.
17. **METHOD OF REMUNERATION:** Payment may be made in cash, cashiers check or money order made out to *Katelyn Mogdis*.
18. **PENALTY FEES & CHARGES:** There is a \$70.00 late payment fee for any payments that are not postmarked or delivered to Kate Marie photography by the required date. After a week of a past due payment there will be a \$10 charge per day. Returned or bounced check fees will be \$40.
19. **RIGHT OF WITHDRAWAL:** Kate Marie 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 Kate Marie 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, \$375.00 an hour is charged for all photography services already provided and \$125.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.
20. **LIMIT OF LIABILITY:** In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Kate Marie 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. Kate Marie 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 Kate Marie photography's 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.
21. **NON-GUARANTEE:** Although every possible care will be taken to produce photographs of all important and special events during the wedding, Kate Marie photography cannot place an unconditional guarantee on the above. Kate Marie 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 Kate Marie photography's control.
22. **PERFORMANCE:** The performance of this contract on behalf of Kate Marie 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.
23. **SEVER-ABILITY:** 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.

Initials _____ (Client) _____ (Photographer)

24. 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 Kate Marie photography at the time of acceptance of this contract shall be recognized as amendments to this contract.
25. ARCHIVES/STORAGE: Edited Photos will be archived on Kate Marie Photography's computer for 5 years after the wedding. If an additional gallery is needed within those 5 years a charge of \$300 will be invoiced to the client to unarchive the files and upload them again. Kate Marie Photography strongly recommends the client store their wedding photo files in 2-3 different locations as a safety precaution (example: usb drive, cloud storage, google drive, etc.).
26. I have read and understood the terms above. I hereby agree to the terms of this agreement.

Printed _____

Signed _____
(Client responsible for payment)

Date _____

Signed _____
(on behalf of Kate Marie Photography)

Date _____

Initials _____ (Client) _____ (Photographer)