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WEDDING PHOTOGRAPHY AGREEMENT

between

Lee Howell Photography (hereinafter “The Photographer”) and undersigned (hereinafter “Bride and Groom”).

Names: _____

Address: _____

Mobile: _____ Email: _____

Before we get going...

Take a deep breath, relax...I promise there’s nothing out of the ordinary in what you’ll read below. This formal document protects us both, and I welcome any questions or comments you may have. We’ll get through this part together! 😊

TERMS AND CONDITIONS OF THIS CONTRACT:

ENTIRE AGREEMENT: This agreement contains the entire understanding between The Photographer and the above named Bride and Groom. It supersedes all prior and simultaneous agreements between the parties in both verbal and written communication. The only way to add or change this agreement is to do so in writing, signed by all parties. If the parties wish to waive or alter one provision of this agreement, this does not mean that any other provision is also waived.

PHOTOGRAPHER: Photography will be solely performed by Lee Howell, and no other. If an assistant or second photographer is required/requested, Bride and Groom are given the right to meet with staff prior to wedding. Second photographer will be paid according to the separately agreed upon rate, only upon final approval by the Bride.

RESERVATION: A signed contract and deposit are required to reserve the specified coverage and dates. The financial terms of this agreement are explained further on. Failure to provide a deposit nulls and voids this contract.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation no later than one week before the event date in order to finalize the actual shooting times, locations, changes, extensions. An order of ceremony will be provided to The Photographer at this time. This consultation may take place in-person, over the phone or via email.

COOPERATIVE SPIRIT: Both parties agree that cooperation and communication is critical and will produce the best possible results for this assignment, thus any major decisions are restricted to the Bride and the Photographer, ***unless otherwise negotiated.***

DESIGNATED APPOINTEE: If you so wish, the Bride and Groom will designate an individual to identify people of whom specific photographs are desired. The Photographer will not be responsible for missing shots of those on said list if there is no one to assist in identifying these people, if you failed to produce a list, if the list was stolen, if they didn’t show, if they are negative about being photographed, or they can’t be located.

DIGITAL COPYRIGHTS / ARTISTIC PROPERTY / EXHIBITION / MODEL RELEASE: The Bride and Groom have permission to make an unlimited number of copies and/or reprints of any original images provided on DVD or downloaded from gallery, or to reproduce the images for any ***non-commercial*** purpose, for personal use and distribution at no additional charge from The Photographer. ***The Photographer retains Copyright to all photographs and images taken.***

The Bride and Groom grants to The Photographer it's legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the parties or in which the parties or their family may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same.

LIMITATIONS / NEGOTIATED TIME / ADDITIONAL TIME: The photography schedule and selected locations, equipment, participation pre-discussed is designed to accomplish the goals and wishes of the Bride and Groom in a manner enjoyed by all parties. It is not uncommon for weddings to go

longer than planned, thus ***overtime is calculated at a rate of \$50.00 per half hour, per photographer (only applicable if the Bride has requested a predetermined number of hours).*** The Bride and Groom are thereof notified shooting commences at the scheduled start time and ends at the agreed time. If the event goes longer and the Bride wishes an extension, arrangements will be made on site and payment for additional hours must be received no later than one week after the event, as agreed by all signed parties below.

Allowances are made for unusual or catastrophic weather, personal injury, or acts of God. If the Bride and/or Groom are late to the point of not achieving the desired images from being taken, The Photographer shall not be held liable for lack of time to take said desired photographs.

CHURCH, RECEPTION, CATERING HALL RULES: The Photographer is limited by the guidelines of ceremony official or reception site management. The Bride and Groom agree to accept the technical results of this imposition on The Photographer. Negotiation with the officials for moderation, changes and adjustments of certain guidelines is the responsibility of the Bride and Groom; The Photographer is to be notified of any changes. *(Note: The use of flash is often discouraged/prohibited during the ceremony inside of a church. It is the Bride and Groom's responsibility to notify The Photographer in advance of any such impositions.)*

TRAVEL EXPENSES: Travel expenses will only be incurred by the Bride and Groom when your event takes place more than 50 miles from Tallahassee, FL. The Photographer will be reimbursed (only if applicable) for all air fares, hotel and transfer expenses incurred by The Photographer in preparation of performing the photographic duties expressed herein.

LIMITS OF LIABILITY: It is further understood that in the unlikely event that The Photographer is injured or becomes too ill to photograph the event, and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. The Photographer will make every effort to ensure your event is covered, regardless.

- The Photographer takes the utmost care and with respect to the delivered product. However, if due to electronic equipment failure or the disc/DVD-ROM / photographs have been lost, stolen, or destroyed for reasons beyond The Photographer's control, liability is limited to the return of all payments received by The Photographer for the event package.
- If only a portion of the photographs have been lost, stolen, or destroyed for reasons beyond The Photographer's control, liability is limited to the pro-rated return of payments received.

DEPOSIT/REFUNDS: In the event of cancellation, for any reason whatsoever:

- The deposit is **non-refundable**.
- **CHANGE OF DATES:** If the original agreed upon date is problematic and another date is selected, The Photographer will make every effort to accommodate your new event date. If there is a conflict with The Photographer's schedule and the new suggested date, the deposit is **non-refundable**.

FINAL PAYMENTS: Prior to the conclusion of the Wedding the photographer will be paid in full for all services rendered. The Photographer will retain the rights to the imagery, disc, film, DVD-ROMs, et al until at a later pre-arranged date such items will be turned over to the Bride and Groom.

PROCESSING TIME and ALBUM(S): Processing of the photographs, posting of photographs to an online gallery, and provision of DVD containing all final-edit original high-resolution JPEG images of event should be completed approximately two (2) weeks after the event. The Photographer will notify Bride and Groom after two (2) weeks if additional time will be required. The Photographer will make every effort to have a brief preview (10-15 photographs) available on his blog/Facebook within two (2) days of event (if applicable to package selected).

- Creation of an album will take additional time, as it will require input from Bride and Groom regarding which photos they would like to be used.
- Any additional printing/shipping costs will be paid for by the Bride and Groom separately.

**** YOUR WEDDING INFORMATION ON NEXT PAGE****

Description of Services: _____

Package Selection (select one): Package 1 (\$2,000) * Package 2 (\$2,500) * Package 3 (\$2,750)

Prints/Products Selection (select all that apply):

- Archive DVD of All Final Images (\$200)
- Additional DVD (\$35 EA)
- 100 Page 13x11 Hardcover Book (\$250 EA)
- 4x6 Proof Box of All Final Images (\$400 EA)
- Fine Art Album (\$450+ EA)
- Second Photographer (\$250+)

- 35mm Film Coverage (\$550)
- Framed Engagement Print for Guest Sign-In (\$225)
- Canvas Wrap (prices vary with size)
- Float-Mounted Metal Print (prices vary with size)
- Announcement Magnets (prices vary with size)

Other/Custom: _____

Total Cost: \$ _____ (all quoted prices already include 7.5% FL Sales Tax)

Ceremony Location & Address:

Reception Location & Address:

Event Time/Date(s): _____

A deposit of **50%** is required upon final signing of contract to reserve the event coverage for the specified date above. This may be done during the engagement photo session, but must be paid no later than **four weeks prior to the event** (if applicable).

The remaining 50% may be paid by the Bride and Groom **up to four weeks prior to the event**, plus reimbursement (only if applicable) of air fares, hotel and transfer expenses incurred by The Photographer in preparation of performing the photographic duties expressed herein.

On behalf of The Bride and Groom: _____ Signature: _____ Date: _____

On behalf of The Photographer: _____ Signature: _____ Date: _____

Please send your completed/signed contract and deposit to:
Lee Howell Photography / 2958 N Settlers Blvd. / Tallahassee, FL 32303.

If a deposit is not required, you may email the signed contract directly to lee@leehowellphoto.com

A receipt and final copy will be emailed to you – Thank you for your business!
Questions? 850.443.5446

Deposit Received (Y / N) Remaining Balance Due: \$ _____ on or before _____

