



## WEDDING PHOTOGRAPHY CONTRACT

This contract, effective as of \_\_\_\_\_, (the "Effective Date"), is between Raisa Mnichowicz DBA Weddings by Raisa (hereafter "the Photographer") and \_\_\_\_\_ (hereafter "the Client").

\$2600 BASE PACKAGE INCLUDES
10 hours of coverage
A minimum of 60 images/hour of coverage at high resolution with permission to print
1.5 hour engagement session or rehearsal coverage for a minimum of 80 high resolution digital images with permission to print (up to 2 outfits and 2 locations within a 5 mile radius of each other)
Photographer's costs for travel and accommodations within the state of Wisconsin and within 50 miles of Chicago for contracted events
Add on extras include:
<input type="checkbox"/> Professional 2 <sup>nd</sup> photographer: \$50/hour
<input type="checkbox"/> Extra coverage: \$250/hour
<input type="checkbox"/> 20-page 10" x 10" layflat album: \$375
<input type="checkbox"/> Other: _____

Circle: engagement session or rehearsal coverage

Wedding date:                      /                      /

Wedding location:

Package price                      \$\_\_\_\_\_

Add-Ons                              \$\_\_\_\_\_

Subtotal                                \$\_\_\_\_\_

TOTAL                                    \$\_\_\_\_\_

1. **Retainer and payment:** In consideration for the photography services provided by the Photographer, the Client agrees to pay the total of \$\_\_\_\_\_. Upon signing this contract, the Client shall pay a non-refundable retainer to the Photographer to perform the services specified herein. The retainer shall be equal to 50% of the total service charge or \$\_\_\_\_\_. Upon payment of the retainer, the Photographer will reserve the times and dates agreed upon by both parties for the wedding, engagement session, and/or rehearsal coverage, as applicable. The remaining balance of \$\_\_\_\_\_ shall be paid to the Photographer no later than 7 days before the wedding date. No photographic products will be released to the Client until the final payment is made. Both payments may be made in the form of a check made out to "Weddings by Raisa" or by credit card.

2. **Cancellation:** If, for any reason, the Client cancels this contract before or on the contracted wedding date, the Photographer shall keep the retainer. If the engagement session or rehearsal coverage is already complete upon cancellation of this contract, the Photographer will provide the Client with a minimum of \_\_\_\_\_ digital images from such session (if not previously provided) along with a print release permission form, and the terms of this contract will survive cancellation of the contract with respect to those images. All cancellations must be made in writing and signed by all contracting parties.

3. **Change of date, schedule, or venue:** The Photographer must be notified immediately of any changes in wedding schedule or location, at least one week prior to the scheduled wedding date. Notification of any such changes should be made by phone along with written notice sent via email for documentation. If just an email is sent, it will not be considered effective unless the Photographer sends a written confirmation of receipt via reply email. It is the Client's responsibility to confirm all arrangements at least 7 days prior to the event. If the date of the wedding is changed, this contract is void and a new contract must be signed. If either party desires a change in the date, time, or location of the agreed-upon engagement session or rehearsal coverage, the parties will work together reasonably to agree on a new date, time, or location for such session.

4. **Completion schedule:** The Photographer will deliver final digital images via an online gallery within 90 days after the contracted wedding date. If the Client's purchase included an album, the Photographer will deliver the album by mail within 120 days after the contracted wedding date.

5. **Pre-wedding consultation:** The Client agrees to have a pre-wedding consultation with the Photographer (either in person or via phone). The purpose of the consultation will be to finalize the schedule and location of the wedding and to discuss any Client requests.

6. **Meals:** On the day of the wedding, the Client is requested to provide \_\_\_\_\_ meal(s) for Weddings by Raisa if reception coverage is included. If the Client does not provide dinner, the Photographer may take a 30-minute meal break with no photography obligations during that time.

7. **Storage.** The Photographer will retain a reasonable number of photos from the wedding for 1 year after the contracted wedding date. After this period has expired, the Photographer has no duty to retain copies or originals of files or photos from the wedding. It is the responsibility of the Client to purchase, store, and back up photos after the 1-year period.

8. **Social media:** The Client may and is encouraged to share images through social media. Credit to Weddings by Raisa in captions and descriptions when sharing images via social media or email is always greatly appreciated. Images that are shared by the Client shall not be altered by the Client or anyone other than the Photographer; this includes (but is not limited to) editing such as adding filters, converting to black and white, adding vignette, changing color tones, and changing brightness. Cropping images, such as for Facebook profile pictures or cover pictures, is acceptable.

9. **Specific requests:** The Photographer will make an effort to incorporate specific requests into each contracted event and session, but the Photographer is not obligated to fulfill specific requests and is not liable for failing to capture any specific moment, pose, or person(s) unless otherwise outlined in this contract.

10. **Creative license:** Images are edited at the Photographer's discretion, and delivered images may not include all images shot. The Photographer reserves the creative right to edit and release only those images deemed creditable as professional in quality and within the Photographer's artistic standards.

11. **Advanced/local editing:** Standard editing that the Photographer provides for the contracted events and sessions includes color correction, exposure correction, straightening, cropping, contrast adjustments, curve adjustments, and saturation adjustments. Additional local editing requests after the product is delivered such as teeth whitening, retouching, or removal of object in background will only be performed with additional payment on a per image basis.

12. **Exclusive photographer:** Weddings by Raisa shall be the exclusive photographer(s) retained by Client for the purpose of photographing the contracted events and sessions. Other vendors shall not photograph their own images at the contracted events and sessions for promotion of their company. Stills shots taken from videos by videographers are one exception. The Photographer will contract all second photographers in its discretion, and images taken by second photographers will be credited to Weddings by Raisa.

13. **Venue guidelines:** The Photographer is bound to the guidelines and policies of venue officials and management. The Client agrees to accept the technical results of their imposition on the Photographer. Negotiation with the officials for modification of guidelines and/or policies is the Client's responsibility, and the Client is solely responsible for obtaining any permissions necessary for the Photographer to shoot at the location(s) or venue(s). The Photographer shall be held harmless for any restrictions placed on the Photographer by the venue(s) and their officials or management.

**14. Model release and professional use:** The Client hereby grants permission to the Photographer to use any images created under this contract for commercial purposes, professional samples, displays, Internet website pages, advertising, exhibitions, contests, social media and any other purpose. Therefore, the Photographer may use the Client's likeness and image on the Photographer's website or other advertising materials, and the Photographer may sell photos containing the Client's likeness to third parties. The Photographer retains the copyright to all images produced by Weddings by Raisa. The Client will be provided with a written release to make personal copies of images from digital copies, including prints. The Client understands the images provided by Weddings by Raisa are for personal use only and may not be used for profit or advertising.

**15. Photographer's pricing:** Pricing is subject to change for future clients. The Client agrees not to disclose the Photographer's pricing to any party outside this contract without permission from the Photographer.

**16. Failure to perform:** If the Photographer is unable to perform this agreement due to illness, emergency, fire, casualty, strike, act of God such as flood or tornado, or any other cause beyond the control of the Photographer, the Photographer and the Client shall make every attempt to secure another photographer. If a replacement photographer cannot be secured, the Photographer shall return in full all payments made by the Client and shall have no further liability; provided, however, that the Photographer shall keep the retainer if the engagement session or rehearsal coverage is already complete and images from such session have been or will be provided to the Client on the terms set forth in Section 2.

**17. Indemnification:** The Client shall defend, indemnify, and hold harmless the Photographer and its officers, employees, agents, successors and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, or damage to real or tangible personal property resulting from any person or cause other than the intentional conduct of the Photographer. Without limiting the foregoing, the Photographer shall be held harmless for any and all injuries to the Client and guests during the course of the contracted events and sessions and the immediately surrounding events. The Client understands and agrees that the Photographer may have cords, light stands, and other gear at the location(s) and agrees to hold the Photographer harmless for any damage, personal injury, or loss caused by or in relation to such equipment. Client further agrees to hold the Photographer harmless for any personal injury which may occur as the Client poses or works with the Photographer. The Client is responsible for determining if a pose or location is safe.

18. **Lost or damaged images:** In the event that images are lost through camera malfunction, compact flash card malfunction, or are otherwise lost or damaged without fault on the part of the Photographer, the Photographer shall return the retainer and all additional payments and shall have no further liability; provided, however, that the obligation to return the additional payment(s) shall apply only if 50% or more of the images are lost. If less than 50% of the images are lost, the parties will agree on a reasonable refund. Reasonable measures will be taken by the Photographer to minimize possible technology malfunction, including keeping duplicates on separate memory cards, using waterproof memory card storage, and storing images in multiple memory devices.

19. **Miscellaneous:** This contract contains the entire agreement and understanding of the parties and merges and supersedes all prior and contemporaneous discussions, agreements and understandings between the parties relating to the subject matter of this contract. Any modifications of this contract must be in writing and signed by both parties. This contract shall be governed by the laws of the State of Michigan, without regard to conflict of law principles, and any and all actions concerning any dispute arising under this contract shall be filed and maintained in the Circuit Court of Kent County, Michigan, or the federal District Court for the Western District of Michigan. If any part of this contract is determined to be invalid or unenforceable, the remainder of this contract shall be effective as though such invalid or unenforceable provision had not been contained in this contract. This contract may be executed in one or more counterparts or via facsimile or other electronic reproduction, all of which shall be deemed to be an original instrument, but together shall constitute one agreement.

*[Signature page follows.]*

The undersigned hereby acknowledge that they have received, read, and understand this contract. The parties have executed this contract effective as of the Effective Date set forth above.

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Photographer's Signature  
Raisa Mnichowicz DBA Weddings by Raisa

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Client's Signature  
Name:

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Client's Signature  
Name:

Client's address for product delivery:

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*[Signature page to Wedding Photography Contract]*