



Wedding Photography Contract

Wedding Date:

Bride's Name:

Groom's Name:

Address:

Phone:

email:

Photography Session Starts:

Ends:

Wedding Ceremony Location and Contact:

Wedding Reception Location and Contact:

Photography fee agreed on: \$2,400.00

Non-refundable booking fee of \$200.00 due at contract signing. Balance of package amount due 30 days prior to event. Please make checks payable to kym birkenkamp or pay by PayPal to kymberlie2@hotmail.com.

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

- 2 photographers and 9 hours of coverage/unlimited locations.
- Online gallery for Bride and Groom for viewing, sharing and ordering.
- High resolution images with printing rights, delivered electronically. This includes retouching.

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between **misfit hue photography** and **Couple**. 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, **Couple** will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Booking Fee of \$200.00 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 Reservation Booking Fee is to be paid at time of signing the contract and is applied towards the contracted wedding photography package. **Couple** understand and agree that the entire amount owed for the wedding photography package described in the contract is due 30 days prior to wedding event.

3. TRAVEL+ DESTINATION WEDDINGS: Ground travel up to 100 miles round trip from St. Louis, Missouri, is included with all wedding collections. After 100 miles, mileage will be charged at \$0.60/mile. Lodging may be required if the venue is more than 60 miles from St. Louis.

For destination weddings requiring air travel, travel arrangements will be booked by **misfit hue photography**. Airline travel is always scheduled with one to two extra days before the wedding, to account for unexpected airline cancellations and delays. The Client agrees to reimburse **misfit hue photography** for airfare, hotel, and transportation (e.g. taxi and/or rental car). These charges will be included as an addendum to the Agreement, and signing the Agreement indicates Client approval.

4. EVENT GUIDE: **Couple** 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 if there is no one to assist in identifying or gathering people for the photograph(s).

5. 60 MINUTE WINDOW: The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 30 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 30 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 60 minute window from occurring, **misfit hue photography** shall not be held liable for failure to take desired photographs.

6. HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or the reception site management. **Couple** agree to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is **Couple** responsibility; **misfit hue photography** will offer technical recommendations only.

7. MEAL: **Kym Birkenkamp** and any assisting photographer/s will be provided a full guest meal for weddings lasting longer than 5 hours. If no meal is provided the photographers reserve the right to go off-site for a meal for 45 minutes. It is highly recommended that the photographers are allowed a meal directly after bridal party to ensure they are finished eating by the time the next activity is scheduled.

8. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. **Kym Birkenkamp** 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 cost. 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.

9. **misfit hue photography** will take 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 **Kym Birkenkamp's** photographs being lost, stolen or destroyed for reasons within or beyond **Kym Birkenkamp'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.

10. **NON-GUARANTEES:** Although every possible care will be taken to produce photographs of all important and special events during the wedding, **misfit hue photography** cannot place an unconditional guarantee on the above. **misfit hue 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 **misfit hue photography's** control.

11. **COMPLETION OF FINAL PRODUCT:** The entire editing process, from time of event to receipt of the final product is normally 6 to 8 weeks, at which time Client will receive the final gallery of the Event.

12. **PERFORMANCE:** The performance of this contract on behalf of **misfit hue 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.

13. **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.

14. **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 **misfit hue photography** and **Couple** at the time of acceptance of this contract shall be recognized as amendments to this contract.

15. **PROFESSIONAL IMAGE MANIPULATION:** **misfit hue photography** will allow for limited professional image manipulation (if technically possible) on 75 images of **Couple's** choice. This includes opening of individual's eyes, red eye removal, removal of objects special effects, etc. It is understood that if a technicality prevents **misfit hue photography** from performing requested image manipulation, or if a technicality prevents the final result to meet **Couple's** requirement, **Couple** will reside with the fact that **misfit hue photography** has performed to its best ability with regard to the specific task and that **misfit hue photography** has no further responsibility towards said image manipulation.

16. **MODEL RELEASE:** **Couple** hereby assign and grant **misfit hue photography** and its legal representatives the irrevocable and unrestricted right to use and publish photographs of **Couple** or in which **Couple** 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. **Couple** hereby releases **misfit**

hue photography and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that **misfit hue 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 **misfit hue photography**.

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

Signed _____ Date _____

Signed: _____ Date _____

Signed _____ Date _____ (on behalf of misfit hue photography)

misfit hue photography llc
kymberlie birkenkamp
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