



Wedding Photography Contract

This contract is between the photographer and the client as detailed below,

The Photographer's name: Gerrit Geldenhuys
Herein referred to as "The Photographer"

Address: 688B Rhode street, Faerie Glen, Pretoria.

The Client's name:
Herein referred to as "The Client"

Address:

.....

Contact telephone number:

1. Entire agreement

This agreement constitutes the entire agreement between the parties and supersedes all previous agreements (written or oral) between the parties in relation to its subject-matter.

Each party acknowledges that in entering into this agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

Nothing in this clause shall limit or exclude any liability for fraud.

2. A Summary of the Contract

The photographer is responsible for providing for the client a photographic service and products as detailed in section 3. The client undertakes to engage the photographer for this coverage for the price as detailed in section 4.

3. The Coverage

Coverage will be provided by the photographer as follows:

Wedding date: _____

Coverage to commence at: Coverage to finish at:

Wedding location _____

Wedding package included in the coverage: The "ONE" Wedding Package

4. Payment Arrangements (A separate invoice will be issued for your extras and additional travel expenses.)

The client will pay the photographer a total fee of R6600,00 subject to the following terms:

A R 2000,00 deposit to secure the date and booking. This deposit is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation.

Payment of the balance of R4600,00 no later than one week before the date of the wedding.

Cancellation less than 12 weeks before the date of the wedding will require payment in full. All cancellations must be in writing. The cancellation conditions above will apply for postponed weddings if the photographer is not able to re-schedule for the new date and time. The fee for postponed weddings is subject to change.

Any additional payments for albums and other services are to be made when that order is placed. Prices for all orders placed over three months after the date of the wedding may be subject to change, including all elements of the wedding package.

5. Copyright and Model release

The entire copyright in the photographs is retained by the photographer at all times throughout the world.

Where a disc of photographs (digital image files) has been provided to the bride and groom as part of their wedding collection, these photographs may be printed, and displayed online, for personal but not commercial use.

The photographer retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his work or any other use.

The client hereby assigns and grants the photographer and his 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 the photographer and its legal representatives and assigns from all claims and liability relating to said photographs.

6. Image Size, Colour, Style, Composition and Specific Requests

All image sizes are approximate. The photographer will provide a pleasing colour balance but cannot guarantee exact colour matching. It is sometimes not possible to record the exact colour as seen by the human eye.

There is no right to reject on the basis of style or composition. The photographer cannot guarantee the supply of any particular photographs that are requested.

7. Archival Release

Once all products within the wedding package stated in section 3 have been delivered, the photographer is under no obligation to retain the digital image files.

8. Attendance

Hours of coverage include any travel time between venues. Due to the commitment to weddings at the weekends, engagement/pre-wedding portrait shoots are arranged Monday to Thursday. The location of this shoot is within 50 km of Faerie Glen, Pretoria. Otherwise, a charge may apply.

In the unlikely event that the photographer is unable to complete the coverage due to unforeseen circumstances, the photographer reserves the right to appoint another photographer to attend on his behalf to undertake the photography. No other hired photographers are permitted to photograph the wedding.

9. 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 if there is no one to assist in identifying or gathering people for the photograph(s).

10. Limitation of liability

In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract less than 3 months before the wedding ceremony takes place, the deposit and all fees already paid to the photographer will be forfeited. In the event of a cancellation more than 3 months before the wedding ceremony, the deposit of 30% will be forfeited and the photographer agrees to refund all additional paid money (less expenditures for which receipts will be provided), to the client.

In the unlikely event of a total photographic failure or cancellation of this contract by either party due to acts of God, death, serious illness, fire, strike and/or extreme weather, the photographer agrees to reschedule if he is available on the rescheduled date. In the event that the photographer fails to complete the contract due to negligence, the liability of the photographer to the client shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

13. Exclusivity and Guest Cooperation

It is understood that the photographer will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by the photographer, The client acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographer are in session.

The client is responsible for the conduct of their guests.

The photographer and his staff will not tolerate verbal or physical abusive behaviour, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with the photographic process 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. Shooting Times

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 the photographer agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, or parties are not available at the scheduled times, The photographer will not be held liable for any photographs not taken.

15. Meals & Seating

As we are human, we get tired and hungry. Please indicate by ticking below if any of these will be provided to the photographer and assistant so we can make alternative arrangements if needed. Please allow fair time for us to eat a meal whether provided or not.

- We will be seated at a designated table YES____ NO____
- We will be allowed to eat the guest meals YES____ NO____

I _____ the undersigned have read and understood the above contract and agree to the terms and conditions in their entirety.

Signature of client: Date:

Signature of photographer: Date: