



Wedding Photography Contract

Wedding Date: _____ Starting Time: _____
 Bride's Name: _____ Groom's Name: _____
 Phone: _____ Phone: _____
 Address: _____ Address: _____
 Email: _____ Email: _____
 Wedding Location: _____ Reception Location: _____
 Wedding Colors: _____ Theme: Formal/ Informal / Casual
 # of Guest _____ # in Wedding Party: Bridesmaid(s) _____ Groomsmen: _____
 Desired Wedding Package: _____ Agreed Fee: \$ _____ + Tax: \$ _____ =
 Includes: _____ Total: \$ _____ - Retainer \$500.00 =
Balance Due \$ _____ (2 weeks prior to Wedding Date)

Contract Agreement

This Contract Agreement contains the entire understanding between 2now1 Photography (hereinafter, "2now1"), and the above Bride and Groom (hereinafter, "THE CLIENTS"). It supersedes all prior and simultaneous agreements between the parties. Any changes to this Contract Agreement must be in writing and signed by all the parties.

Additional Expenses: THE CLIENTS are responsible for all travel, accommodation, meal and transport costs. This is to include food for the photographer(s) during the reception. Also, any location fees will be paid by THE CLIENTS and are in addition to the agreed upon package fee. All fees are subject to sales tax at 8.25%.

RESERVATIONS & FINAL PAYMENT: Upon your signature, 2now1 will reserve date agreed upon, and will not make other reservations for that date. For this reason, the Reservation Retainer of \$500.00 is non-refundable, even if the date is changed or the wedding canceled for any reason; including acts of God, strikes, fire. The Reservation Retainer is to be paid at time of signing the contract. The Reservation Retainer is applied toward the contracted package. THE CLIENTS understand and agrees that the entire balance owed for the wedding photography package, described in this contract, is due two weeks prior to the wedding/event.

DELIVERY OF IMAGES AND PRINTS/PRINTED MATERIAL: After each event, your images will require editing. We strive to have them edited and delivered as quickly as possible, but we reserve the right to take up to 4 weeks to deliver your digital images. All images delivered to THE CLIENTS will be High Resolution Images. Creation of an engagement/wedding album or book takes 6-10 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy. 2now1 will provide THE CLIENTS with a 1 year web gallery that will be available through the gallery link on the 2now1photo.com web site. THE CLIENTS will have the ability to provide a link to friends/relatives for viewing and ordering prints. 2now1 is NOT the provider of said prints and may not be held liable in any way for said prints.

PROFESSIONAL IMAGE MANIPULATION: THE CLIENTS hereby grants 2now1 complete creative control over software image editing and manipulation and over album/book design. All images are high resolution. 2Now1 will not be held liable for any or all images that were not edited to THE CLIENTS wants or desires. If THE CLIENT wants other editing styles applied to select and particular images, said editing will be performed at the rate of \$1.00 per image.

CANCELLATION: In the event that THE CLIENTS cancel the contracted services (outlined in this contract) before the wedding ceremony takes place, the retainer will be forfeited. 2now1 agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENTS. 2now1 also agrees to refund the retainer if, and only if, 2now1 cannot perform the agreed to services, as stipulated in this contract, due to illness or family emergency on the part of the photographer(s).

AGENDA & SPECIFIC PHOTOS: THE CLIENTS are responsible for providing 2now1 with a Time Line of events along with identifying desired photographs to be taken of people/objects. 2now1 will NOT be held accountable for not photographing desired people/objects if there is no one to assist in identifying/gathering them for photographs.

90 MINUTE WINDOW: THE CLIENTS agree to set aside at least 30 minutes BEFORE and 60 minutes AFTER the wedding ceremony for photographs. The 60 minutes after the ceremony includes group (formal) photographs. If THE CLIENTS late arrival (or any other reason outside of 2now1's control) prevents this 90 minutes from occurring, 2now1 shall not be held liable for failure to take desired photographs.

COOPERATION: THE CLIENTS agree to positive cooperation and communication for the best possible result within the definition of this assignment. 2now1 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 2now1.

SHOOTING TIME/ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENTS in a manner enjoyed by all parties involved. THE CLIENTS and 2now1 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, 2now1 will not be held liable for any photographs not taken.

HOUSE RULES: 2now1 is limited by the guidelines of the ceremony official or the reception site management. THE CLIENTS agree to accept the technical results of their imposition on 2now1. Negotiation with the officials for moderation of guidelines is THE CLIENTS' responsibility; 2now1 will offer technical recommendations only.

DIGITAL NEGATIVES, PRINTS AND COPYRIGHTS: All photographs, digital negatives, and prints produced by 2now1 are protected by Copyright Law (all right reserved) and may not be reproduced in any manner without 2now1's explicit written permission. Upon final payment by THE CLIENTS, limited copyright ownership of the resulting images will be transferred to THE CLIENTS for sole purpose of reproduction and distribution to friends and relatives and not for publishing or the sale of photographs for profit.

MODEL RELEASE: THE CLIENTS hereby assigns and grants 2now1 and its legal representatives the irrevocable and unrestricted right to use and publish photographs of THE CLIENTS or in which THE CLIENTS 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 CLIENTS hereby release 2now1 and its legal representatives and assigns from all claims and liability related to said photographs. It is agreed the 2now1 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 2now1.

EXCLUSIVITY/GUEST PHOTOGRAPY: It is understood that 2now1 will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by 2now1, THE CLIENTS acknowledge that they are responsible for notifying all of their guest that guest photography is not permitted at any time while the reserved 90 minute window is in session. The formal photography time is for the exclusive use of 2now1 to capture the formal wedding portraits. Because of time constraints and the need for subject to pay full attention to the professional photographer(s), guest photography cannot be permitted. 2Now1 will allow guest to take snapshots during the processional and recessional, during candid events at the church, and at the alter during the time 2now1's equipment is being packed up. In return for this consideration 2now1 insist no other guest photography take place when or where 2now1 is working.

GUEST COOPERATION: THE CLIENTS are responsible for the conduct of their guests. THE CLIENTS will direct all other service providers to provide any needed information and cooperation to the 2now1. Coordination with other service providers is necessary to complete all the photography sessions as scheduled and to make sure there is no conflict in times. 2now1 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. If THE CLIENTS are unable to control the conduct of their guest, resulting in an unacceptable degree of misconduct, or if the conduct of any their guest damages the equipment of the photographer(s), it will result in the early or immediate departure of the photographer(s). THE CLIENTS understand that in such an event, no refund will be granted.

RIGHT OF WITHDRAWAL: 2now1's discovery of new information, changes to agreed circumstances, or other factors which tends 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 2now1 initiate the withdrawal, all fees will be returned, excluding retainer as well as fair market value for all services/products already provided. In case of withdrawal, \$200.00 an hour is charged for all photography services already provided and \$50.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

PERFORMANCE: The performance of this contract on behalf of 2now1 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.

SEVERABILITY AND VENUE CLAUSE: if any provision of the 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. Should THE CLIENTS find reason to bring legal action against 2now1, and it's legal representatives, said action MUST be filed in Hays County, The State of Texas. Legal action MAY NOT be brought in any other venue.

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 hereto, dated and signed by THE CLIENTS and 2now1 shall be recognized as amendments to this contract.

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

CLIENT'S Signature(s): _____ Date: _____

2now1 Photography: _____ Date: _____