



Photography Contract

This Agreement is made between Appalachian Wedding Photography and (Client) _____ Client) _____, pertaining to the wedding and related events that will take place at/on (location) _____ (date) _____ Total Price of \$ _____.

LEVEL OF SERVICE: The parties agree that Appalachian Wedding Photography will provide photography services as indicated below. Every package includes a planning session with Emilie to build the timeline. This should be done before you decide on time of ceremony and make invitations. All packages include two professional photographers, and an online gallery. Circle one or more. Write notes in black spaces beside.

- Total hours of coverage on wedding day _____. The first hour is \$1,200. Each additional hour is \$500.
- 10x10 Heirloom Album ADD ON +\$1,000 -These albums will help you hold close to your memories and pass them down through the generations to come. Customized, to tell your story.
- Adventure Engagement Shoot ADD ON +\$1,000 - Lists of possible locations on Pricing Guide

BOOKING FEE, PAYMENT POLICY & EXPENSES:

Total _____
1/3 First Payment due with Contract _____
2/3 due 3 months before wedding date _____
3/3 due 1 month before wedding date _____

The wedding/event date shall be reserved by a first payment of 1/3 the total package, which is non-refundable. If the balance is not paid prior to the wedding ceremony, Appalachian Wedding Photography will have no obligation to photograph the wedding, and all obligations under this contract will be void. No refund of already-paid fees will be returned to Client. Appalachian Wedding Photography, at its sole discretion, may elect to photograph the wedding and assess an additional fee of 10% of the Contract Price if Appalachian Wedding Photography is required to stay at the event longer than the contracted time.

CANCELLATION: If Client cancels the wedding photography for any reason other than death or illness, Appalachian Wedding Photography shall be entitled to retain the entire amount already paid and no portion shall be refunded. In the event of a change of date, the booking fee may be applied to another available date if (a) the new date is within 12 months of the original date, and (b) Appalachian Wedding Photography is notified at least three months in advance of the new date. In particularly dire and unforeseen situations, Appalachian Wedding Photography retains the right to refund a portion of previously obtained fees as a generous gesture to Client.

CLIENTS' RESPONSIBILITIES: Client is to provide addresses and directions to all wedding event locations, emergency telephone numbers, name and phone number of wedding planner (if any), an itinerary of the wedding day, and a list of any special groupings, persons, or services to be photographed, if any, no later than seven (7) days prior to the wedding date. All other photographs will be taken at the Photographer's professional and artistic discretion. Appalachian Wedding Photography will not be responsible for any of the following, which may result in Wedding Day scheduling problems. These include, but are not limited to: Client and/or Client's family or wedding party members running late, illness of Client or other wedding party members, bad weather, bad traffic, acts of God, improper planning or timing on part of Client or vendors, or not providing an itinerary in a timely fashion to the Photographer.

LIMITATION OF LIABILITY: While every reasonable effort will be made to create and deliver the highest quality photographs of the wedding events, the entire liability of Appalachian Wedding Photography to Client for any claim, loss, injury, or damage arising from or relating to this Agreement or the performance hereunder of any Appalachian Wedding Photography photographer, is limited to a refund to Client of the Contract Price. In the unlikely event of unforeseen illness, emergency or any other circumstance beyond Appalachian Wedding Photography's control, Client agrees that a professional photographer may be substituted by Appalachian Wedding Photography to fulfill the photography obligations of Appalachian Wedding Photography. **TRAVEL:** Travel expenses incurred by Appalachian Wedding Photography on behalf of Client will be billed for when incurred. Travel expenses must be paid in full before final gallery is delivered to Client.

SHOT LIST: Appalachian Wedding Photography encourages and accepts a list of family members and friends to be photographed as well as certain 'detail' shots requested, but because a wedding is an uncontrolled event, Appalachian Wedding Photography cannot guarantee to capture every particular photo, although every effort will be made if an appropriate amount of time is allotted to do so. Appalachian Wedding Photography also does not guarantee to photograph every person in attendance at the wedding.

MODEL RELEASE: In exchange for consideration received, the undersigned hereby give permission to Appalachian Wedding Photography for the unrestricted use of their names and photographic likeness, as well as any and all photographic images of their event created by Appalachian Wedding Photography, in all forms and media for advertising, marketing, trade, and any other lawful purpose. Clients further forever release Appalachian Wedding Photography from any and all claims or actions arising out of or in conjunction with the use of said images.

This applies to all images created on the wedding day as well as any images created during an engagement session, bridal session, or rehearsal.

COPYRIGHT: Appalachian Wedding Photography owns all copyrights for any and all images produced in connection with this Agreement, including the exclusive right to reproduce or publicly display such images. As author of all images made hereunder and as provided by Federal copyright law, Appalachian Wedding Photography shall retain the copyrights in perpetuity, regardless of possession or ownership of photographs, digital files, or any other format or reproduction. Client agrees to not copy, scan, photograph or in any other way reproduce any photograph taken by Appalachian Wedding Photography without express, written permission from Appalachian Wedding Photography. This includes sharing of images on social media or Internet sites without proper documentation and permission from Appalachian Wedding Photography.

PRICE PROTECTION: Appalachian Wedding Photography warrants all prices quoted for professional services, prints, and albums are valid for a period of three (3) months following the wedding date. The current prices can be provided to the client(s) in an electronic form upon request.

LONGEVITY & COLOR OF ARTWORK: Appalachian Wedding Photography endeavors to use archival materials and printmaking methods, but no guarantee is made concerning the archival nature of wedding albums or prints. Client holds Appalachian Wedding Photography harmless for fading or discoloring of artwork kept in unfavorable environments or due to the passage of time.

MISCELLANEOUS: This constitutes the entire Agreement between the parties. No oral amendments or modifications shall be valid. If any provision of this Agreement is held to be invalid or unenforceable by law, the remaining provisions shall stand in full force and effect. There is a non-refundable service charge of \$50.00 plus all collection fees on all returned checks. In the event of Clients' failure to timely pay amounts due, Client shall be liable for all costs of collection incurred by Appalachian Wedding Photography, including but not limited to attorneys' fees and expenses. In the alternative, the parties agree that the laws of the State of Georgia shall govern this Agreement and that claims hereunder shall be filed in the courts of Fannin County Georgia. The parties waive any defense of personal jurisdiction or lack of venue and consent to the personal jurisdiction of said courts. Client agrees to pay all of Appalachian Wedding Photography's legal fees if Client is found at fault.

CONTACT INFORMATION: It is requested that the Client and all necessary parties below provide contact



Photography Contract

Information for the wedding date or event date

Date _____

Print Name _____

Phone Number _____

Email _____

(Client Signature) _____

Date _____

Print Name _____

Phone Number _____

Email _____

(Client Signature) _____

Appalachian Wedding Photography

Signature *Emilie Gates*, Emilie Gates

Date _____