

wedding contract

date of wedding event |

contact information |

bride's information

name

address

home phone

cell phone

email

ceremony information |

venue name

time

reception information |

venue name

time

formals location information |

location

other information

groom's information

name

address

home phone

cell phone

email

venue address

venue phone

venue address

venue phone

time

additional information

client requested formal shots |

please list any formal or important shots you would like us to capture.

i.e. bride and bride's mother and father

purchase information

package description |

additional services |

total services |

illinois sales tax @ 6.25% |

total contract amount |

payment information

non-refundable deposit | \$1000

deposit amount |

balance due 30 days prior to wedding date |

terms & conditions

Definition of Client/s | The person/s whose signature/s appear on this wedding contract shall be the client/s and shall be the one/s to whom salcincotta photography delivers its products, and shall be financially responsible for all payments to be made under this contract. This contract incorporates the entire understanding of the parties, and any modifications to it must be in writing and signed both by salvatore cincotta photography and by the client/s.

Exclusive Photographer | It is agreed that salvatore cincotta photography ("the Studio") will be the exclusive commercial photographer providing still prints for or at this event. Others may take photographs or record video as long as they do not interfere with the duties of the Studio and do not photograph or record poses arranged by the Studio. It is agreed that interference from others, paid or unpaid, who attempt to photograph or record the same poses or scenes during the same time period as the Studio may detract from the quality of the Studio's images, and may be cause for the Studio to cease work until such interference ends. The Studio will not be responsible for time or images missed as a result of such interference.

Copyright and Reproductions | It is agreed that salvatore cincotta photography shall own the copyright to all images created through this contract. The Studio shall have the exclusive right to make reproductions for the client/s or for the photographers' portfolios, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, for display within or on the outside of the photographers' studio, including the internet. The client/s agree/s to purchase all prints and/or images directly from the Studio. The client/s will not copy or reproduce the images in any way without the Studio's express written permission. Unauthorized copying or use of the Studio's images is an infringement of Federal Copyright Law and a violation of this contract. Unless specifically stated, this contract does not provide the client/s with any ownership of or rights to use the negatives or digital image files created under this contract.

Prices | These prices shall be in effect for a period of thirty days after the date of the event. For any additional items, or for contracted items not fully specified or ordered by client/s until after the thirty day date ("late orders"), prices shall be those in the Studio's regular price list in effect at the time any such additional or late order is made.

Personnel | The Studio may substitute photographers in the event of a photographer's illness or incapacity. In the event of such substitution, the Studio warrants that the photographer taking the photographs shall be a competent professional. The Studio may utilize one or more assistants at the event, and such assistant/s may also take photographs under the supervision of a principal photographer.

Retainer Payments / Liquidated Damages | Once the Studio reserves a date/time for the client/s, it ceases attempting to sell its services for this date/time to others. If the event is cancelled or postponed the Studio suffers a loss. The Client/s agree that it would be difficult to ascertain the damages suffered by Studio as a result of a cancellation or postponement of the event. Therefore, the Client/s agree that if Client/s cancels or postpones the event 60 days or more before the event, that reasonable liquidated damages is the initial retainer payment made by the client/s is not refundable. The Client/s further agree that if the cancellation or postponement of the event is done within 60 days before the event, the reasonable liquidated damages are all monies, including, but not limited to, the retainer that has been paid to the Studio and are not refundable. Client/s initials:

Studio Liability and Performance | The Studio takes great care with respect to the exposure, processing, and delivery of photographs. In the event the Studio cannot comply with the terms of this contract due to negligence, oversight, accident, error, omission, any other avoidable or unavoidable circumstance, whether caused by the Studio or otherwise, the Studio's and/or photographer/s liability for this or any other circumstance shall be limited to the amount paid up to that time by the client/s. The Studio does not guarantee to capture any particular image(s) or meet any particular aesthetic criteria as part of its performance under this contract. In addition, failure by the client/s to make any payment as and when agreed shall release the studio from any further responsibility under this contract, without the responsibility to return any monies previously paid to it under this contract. To the extent provided by law Client/s hold harmless the Studio, its officers, agents and employees from all liability, damage, cost or expense arising from claims for injury to persons, damage to property occasioned by reason of any conduct undertaken by reason of this contract (the hold harmless will not apply to the extent an injury is caused by the gross negligence of or the willful misconduct of the Studio, its officer, agents or employees).

Inherent Qualities | The client/s understand/s that photographs may fade or discolor over time due to the inherent qualities of dyes, inks and materials and agrees to release the Studio and/or photographer/s from any liability for any claims based upon such fading or discoloration. Prints made at different times, from different cameras, or from digital media vs. film, are expected to have variations from each other in color balance and finish. Proof images may bear watermarks indicating they are proofs and showing the Studio's name and copyright information. All print sizes are nominal sizes, not exact measure.

Governing Law | The Studio and Client/s agree the laws of the State of Illinois shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles. Any actions relating to this Agreement shall be brought in the state or federal courts located in and serving St Clair County, Illinois.

Counterparts | Client/s and the Studio agree that signatures by facsimile transmission or electronic scan are acceptable and shall have the same force and effect as if an original signature.

Construction and Severability | Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

Client/s Responsibilities | Client agrees to cooperate in scheduling and time management to allow the photographer to perform the taking of pictures under this contract. Client further agrees that the Studio is not responsible for the actions of others that impede the Photographer's ability to take pictures under this contract. When the designated photographer of the Studio is performing actions under this Wedding Contract, client/s shall cooperate within reason so that the Studio work will not be impeded. If for any reason the client/s actions are such that the Photographer is unable to schedule and/or meet deadlines and/or the client is being unreasonable in dealing with the Photographer the Studio may terminate this agreement. If the client/s actions are such that the Photographer's work is severely impeded or impracticable to perform, then the Studio is not liable for the quantity and quality of pictures/videos taken.

signatures

bride's signature | date

groom's signature | date

studio's signature | date

By signing above, the parties acknowledge that they have read and agreed to the terms of this contract.

