

-PAIGE ELIZABETH PHOTOGRAPHY

Coverage:

Package chosen includes Custom Field hours of coverage on the day of Project Date

Total Contract Price (including sales tax): Proposal Subtotal

WEDDING PHOTOGRAPHY CONTRACT

This Photography Agreement ("Agreement") is entered into as of the Wed, Sep 25, 2024, by and between [REDACTED] with a primary address of [REDACTED] ("Photographer"), and First Client Full Name with a primary contact address of First Client Address ("Client"), each a "Party" and collectively the "Parties."

For good and valuable consideration, which the Parties hereby acknowledge, the Parties agree as follows for a photographic session to occur on Project Date at Project Location

Definitions

The Terms "Photographer", "photography team", "us", "we", and "our" refer to **PAIGE ELIZABETH PHOTOGRAPHY** and all agents, employees, or other representatives.

The term "including" means "including, but not limited to."

The term "session", "event", and "photography session" refers to a hired photographic session for the purposes of taking custom photographs for a wedding.

Terms

- 1. Retainer and Payments.** The Client shall make a non-refundable and non-transferrable retainer in the amount of \$ Custom Field or the Photographer to perform the services specified herein. Upon payment, the Photographer will reserve the time and date agreed upon by both parties. The Client agrees that this retainer is earned by the Photographer when paid, and is remitted in consideration of the experience, reputation, and skill of the Photographer, and in consideration of the inability of the Photographer to schedule other clients during this time. The Client agrees and understands that the retainer and all payments made to The Photographer are non-refundable and non-transferrable under any circumstances. Remaining balances shall be paid on the following schedule: \$ Second Payment Amount due no later than Last Payment Due date A late fee of \$ Custom Field per day shall be applied to any payments made after the agreed upon date.
- 2. Pre-Wedding Consultation.** The Client agrees to a pre-wedding consultation. The consultation shall work to finalize the schedule, locations, and the Client's particular requests.

3. **Cancellation.** If for any reason Client cancels this Contract prior to or on the wedding date, the Photographer shall keep the retainer. The retainer is non-refundable and non-transferable under any circumstances with the exception of a cancelation or event-date adjustment within the first 30 days of contract signing, and/or in the event that the Client has not utilized their engagement session at time of cancellation. The amount refunded is at the discretion of the Photographer based on the amount of work provided for the Client at that time. Should the Client cancel within 30 days of the date of the event, all monies paid are non-refundable and non-transferable per this contract. The Photographer reserves the right to decide the amount of refund at any time based on level of services provided and details of each situation. Shall a payment plan need to be in place for a refund approved by the Photographer, the Client shall agree to it. All cancellations must be made in writing and signed by all contracted parties and are not accepted as cancellations by any other parties. Should the contracted Client not provide written cancellation, all monies paid are non-refundable and non-transferrable without exception.
4. **Rescheduling.** If, for any reason, the Client reschedules the wedding at least Custom Field months [prior to the wedding date, and such rescheduling is confirmed in writing to the Photographer, the retainer may, at the Photographer's sole discretion, be applied to the new date. A new Contract will be required to reflect the changes. In the event the reschedule notice occurs within Custom Field months of the original wedding date, the Client shall be required to remit a new retainer, amount at the discretion of the Photographer, for a new date.
5. **Photographic Materials.** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. All orders must be placed within the outlined schedules within this Contract. No products, including digital files, will be released until the agreed upon amount is paid in full per the payment schedule outlined in this Contract. The Photographer shall make gallery proofs available through an online gallery proofing website. These proofs shall be available to the Client within approximately 12 business weeks of the photographic event. If an online proofing gallery delivered, it shall remain open for Custom Field days from delivery.
6. **Artistic Rights.** The Photographer retains the right of discretion in selecting the photographic materials released to the Client. The Client shall receive a gallery of Custom Field photographs to select from and shall not receive any photographic materials not presented to the Client. The Photographer also retains the right to make adjustments to the photographs in post-processing as the Photographer deems within their creative control, and the Client accepts these as the final product. Additional processing may be requested starting at \$ Custom Field per file. Price determined on case by case basis based on services required.
7. **Copyright and Reproductions.** The Photographer shall retain copyright ownership of all works created in the course of this Contract, including but not limited to all images in their original and processed formats. It is understood that any duplication or alteration of original images is strictly prohibited without the written permission of the Photographer. Alterations include, but are not limited to, application of filters, cropping, or modifications of any kind.
8. **Client Usage.** The Client shall only use the photographic prints, including digital files, in accordance with the permissions within this Contract. The Client's prints are for personal use only and shall not be submitted to contests or reproduced for commercial use. The Client shall not make, or provide authorization to a third-party to make, reproductions of works resulting from this Contract without express written permission of the Photographer. Additional prints and/or digital files may be purchased between third-parties and the Photographer with the permission of the Client. Accordingly, if the Photographer provides a digital file print release, the Client must act in accordance with the release.

9. **Social Media.** The Client may share web/blog post links and social media albums through use of the share functions and dissemination of direct links. The Client shall not copy, screen shot, or capture the photographs in any other fashion. The Client shall identify the “**PAIGE ELIZABETH PHOTOGRAPHY**” in the caption of all photographs uploaded to social media websites and profiles. The Client authorizes the Photographer, and/or any assignees and licensees, to use and to create images, and any reproduction of them in any form in any media whatsoever, for promotional materials, online marketing, print, and other areas of marketability. The Client further authorizes the distribution of photographs to potential clients of the Photographer for demonstration purposes, and authorizes the inclusion of such images in a Photographer portfolio. The Client agrees and understands that the photos will be taken digitally. The Client further acknowledges that the Client will not be compensated, either now or at any time in the future, for any use of the photographs. The Client acknowledges and agrees that the Photographer shall have the exclusive, perpetual, and irrevocable right to take, use, re-use, publish, and republish photographic materials which contain the Client's image from photographic sessions conducted by the Photographer. The Client hereby acknowledges and agrees that the Photographer may modify, change, or alter such images without restriction while maintaining the original subject matter. The Client hereby acknowledges and agrees that the photographs created by the Photographer shall become and remain the exclusive property of the Photographer, and that the Client retains no rights to said photographs unless specified particularly in this Release. The Client, also hereby waives all rights and claims and releases the Photographer from any claim or cause of action, whether now known or unknown, relating to the sale, display, assignment, license, and use, of any kind whatsoever, of the photos. The Client hereby covenants and agrees that the Client shall not bring any action or proceeding or maintain a complaint against the Photographer in any court of law, state or local, or before any administrative body, related in any way whatsoever, to the use of the photographs. The Client also consents to the use of the Client's own name or any fictitious name, which may be chosen in connection with the aforesaid photographs. The Client hereby releases any and all claims whatsoever in connection with the use of the Client's photographs and name and the reproduction thereof as aforesaid. The Client hereby waives any right that the Client may have to inspect and/or approve the photographs or any advertising copy that may be used in connection therewith or the use to which it may be applied.

10. **Health + Safety.** The Client further understand that the Photographer complies with all health and safety laws, directives, and rules and regulations. The Client expressly agree(s) that during the wedding, Client(s) and Client(s)' agents shall not carry weapons or firearms, be exposed to severe illness, or request the Photographer to do anything illegal or unsafe. Further, the Photographer will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by communicable diseases, quarantined areas, or other similar occurrences. The Photographer will not provide services if the Client is knowingly breaking any laws that pertain to health and safety circumstances at that time and the client will receive no refund. Under any of these circumstances, the Photographer reserves the right to end service coverage immediately and/or leave the event/wedding. The Photographer shall be entitled to retain all monies paid and the Client agree(s) to relieve and hold the Photographer harmless as a result of incomplete event coverage, or for a lapse in the quality of the the Photographers work.

11. **Cooperation of Client and Guests.** The Client will cooperate with the Photographer and defer to the Photographer's professional judgment related to setting, poses, picture grouping, and other matters of artistic discretion. The Photographer retains the absolute right to refuse to photograph any situation, pose, or grouping that would interfere with the Photographer's artistic discretion. The Client will utilize best efforts to ensure that guests and attendees cooperate with the Photographer.

12. **Photography and Videography.** The Photographer and the Photographer's team shall be the sole photographers for coverage of the event. Videographers and photo booth operators shall be excluded from this provision
13. **Failure to Perform.** If the Photographer is unable to perform this Contract due to illness, emergency, fire, casualty, strike, act of God, or causes beyond the control of the Photographer, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities, the Photographer and the Client shall make every attempt to reschedule the photographic event. If a reschedule is unable to be agreed upon, the Photographer shall NOT refund the retainer or any monies paid to the Client, and will cancel any further payments due, and shall have no further liability. Further, if the Photographer is unable to deliver photographic materials due to technological malfunctions, including but not limited to the equipment operation and image processing, any act of God or reasons listed above, or photographic materials are otherwise lost or damaged without fault of the Photographer, The Photographer shall not be held liable and shall not be required to refund any monies paid. In no event shall the Photographer be held liable or financially responsible for any situation resulting from the above listed events. In the event a failure to perform or deliver photographic materials results at the direct fault of the Photographer, liability shall be limited to cost of the contract, and the refund amount will be based on the amount of service lost or product lost. In no event shall Photographer be liable for any amount exceeding the cost of the contract.
14. **Substitute Photographer.** The Photographer reserves the right to provide a substitute photographer in the event the Photographer is unable to perform for any reason, including reasons listed above in the "Failure to Perform" section. This includes but is not limited to personal reasons, health related reasons, and family obligations. The substitute photographer is chosen at the discretion of the Photographer and does not constitute a breach of this Contract. The Photographer warrants the substitute photographer to be of comparable quality and professionalism. The original terms of this agreement will remain in effect.
15. **Independent Contractor – Second Photographer.** The Photographer shall supply an additional professional photographer to assist on the wedding day should the Client purchase a package with a second shooter The Photographer reserves the right and discretion at selecting the appropriate additional photographer and determining how long they are present day of the event. Shall a second photographer be unable to be secured due to the effects of COVID-19, the Photographer will refund the Client the amount to be paid to the second photographer, or offer to reduce travel fees, etc., at the Photographers discretion.
16. **Photographer's Standard Price List.** The charges in this Contract are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order/change is placed.
17. **Meals and Breaks.** A hot meal is required for every member of the Photographer's team for coverage that lasts up to or more than Custom Field hours. A Custom Field minute meal break is required for every member of the Photographer's team for coverage that lasts up to or more than Custom Field hours. *Meals provided for the photographer and every member of their team are to be the same meals prepared and provided for event guests and attendees. The client agrees to communicate this to their food vendor and ensures that they will be fed during their 30 minute meal break, and not during another portion of the evening. Time of break is at the photographers discretion based on best time of the evening to take a break.*

18. **Venue Guidelines.** The Photographer is bound to guidelines and policies of venue officials or management. The Client agrees to accept the technical results of their imposition on the Photographer. Negotiation with the officials for modification of guidelines and/or policies is the Client's responsibility. Any additional permits or fees required by the venue or local jurisdiction shall be the responsibility of the Client.
19. **Completion Schedule.** Completion schedules and delivery of products shall be determined from the date of final approval by the Client. Third-party manufacturing laboratories are utilized for products and may provide restrictions on an order not outlined in this Contract. No refunds will be provided if product delivery is delayed.
20. **20.Travel and Overage Fees.** Any travel outside of the amount specifically included in the purchased package for either the engagement session or wedding day will incur a separate mileage and/or travel fee.
21. **Arbitration.** The parties expressly consent to jurisdiction and venue of the federal and state courts of the State of MARYLAND and the State of MARYLAND with respect to any suit, claim or dispute arising out of, or relating to, this Agreement. It is understood and agreed by the parties that the Court where litigation is first commenced will retain jurisdiction over any and all related claims or disputes arising out of and concerning this Agreement. Depending on which State any action may be commenced, this Agreement shall be deemed to have been made in such State, and shall be governed by and construed in accordance with the laws of such State.
22. **Indemnification.** The Photographer shall be held harmless for any and all injury to the Client and the Client's property during the course of the photographic event and the immediately surrounding events.
23. **Miscellany.** This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Contract. This Contract shall be governed by the laws of the State of Custom Field.
24. **Attorney's Fees.** If either party to this Contract brings a legal action against the other party to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded. Shall the Client bring legal action against the Photographer, they will be responsible for covering the legal fees of The Photographer.
25. **Construction.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.
26. **Safe Working Environment:** The Client agrees to undertake the best efforts to ensure that guests and attendees at the wedding treat the Photographer and Photographer's staff with respect and dignity and that the Photographer is provided with a safe working environment. The Photographer retains the right to cancel the remainder of any photography session in the event guests an/or attendees of the wedding commit any instances of sexual harassment, violence, threats, verbal or physical abuse, unsafe conditions for the health of the Photographer or other similar behavior that would lead a reasonable person to feel unsafe in such an environment. In the event of such cancellation the Client shall not be entitled to any refund and the Client agrees to hold the Photographer harmless and without legal repercussions as a result of incomplete wedding or event photography coverage.

This Release is between the Client(s), whose name and address is listed above, and **PAIGE ELIZABETH LLC DOING BUSINESS AS PAIGE ELIZABETH PHOTOGRAPHY**. The Photographer hereby grants permission and license to the Client to have rights of personal reproduction for the photographic event on Project Date.

The Client hereby agrees and acknowledges that all images produced remain the exclusive property of the Photographer and that the grant of this limited license for personal use does not alter the ownership or control of said images.

The Client hereby agrees and acknowledges that any and all Copyright rights are retained by the Photographer per 17 USC 101 et seq. (US Copyright Law) and are not released by this Release.

The Photographer hereby grants to the Client the following limited license to reproduce images, subject to the following restrictions.

- 1.The Client may distribute photographic images for personal purposes via electric means. Such electronic distribution includes: email to personal contacts, distribution on social networking sites, and publishing images on personal blogs.
- 2.The Client may reproduce printed images for personal use of any size and quantity.
- 3.The Client may display images in a personal residence or other non-commercial venue.

Any other use or reproduction of images is strictly prohibited. Such prohibited uses include, but are not limited to:

- Commercial Electronic Distribution (i.e. use on a commercial website or revenue generating blog)
- Entrance into any contest or other venue which may result in financial gain (monetary or otherwise)
- Sale of prints or other materials
- Display of images in any business related (retail or otherwise) or commercial venue.
- Alteration of images for display, including cropping and digital color enhancement
- Copying of digital files for distribution to others.

Any commercial printer is released from liability regarding the duplication of any of the images referenced above.

For more information please contact me at