



# wedding photography service agreement

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This agreement contains the entire understanding between Blades Photography ("Photographer") and the undersigned ("Client"). It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, and signed by all parties. If the parties want to waive one provision of this agreement, that does not mean that the other provision/s are also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

## **1. BOOKING FEE & SERVICE AGREEMENT**

A signed contract and booking fee are required to reserve the date of the specified coverage. The booking fee paid is non-refundable if the wedding is cancelled for any reason, or postponed to another date. If a wedding is re-scheduled for another date, the "Photographer" cannot guarantee coverage.

## **2. PRE-EVENT CONSULTATION**

The parties agree to a pre-event consultation by phone, email or in person before the event date in order to finalize the actual shooting times, locations, and "Client" request list (in writing) for specific photographs. The Bride and the Groom agree to set aside at least one hour of time that ends 1/2 an hour before the ceremony commencement of the wedding and a 30 minute time frame afterward for photographs that cannot be obtained during the wedding. If the Bride's or Groom's late arrival prevents a full hour from occurring, the "Photographer" shall not be held liable for failure to take desired photographs.

## **3. PRE-EVENT PHOTOGRAPHIC SESSION**

Where a package requiring individual portraits or other photographic session has been chosen, the "Client" agrees to make appropriate arrangements to ensure that key people for portrait sessions are available at the chosen times and dates. The "Photographer" cannot be held liable for portraits missed due to the non-arrival of the subject. A re-shoot may be arranged if necessary which will be at the "Clients" expense.

## **4. CO-OPERATION**

The parties agree to cheerful co-operation and communication for the best possible result within the definition of this assignment. The "Photographer" recommends that the "Client" designate an "Event Guide" on the day to point out important individuals for informal or candid photographs for the "Photographer" during the wedding that they wish to have photographed. The "Photographer" will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. The "Photographer" is not responsible if key individuals fail to appear or co-operate during photography sessions or for missed images due to details not revealed to the "Photographer".

## **5. SHOOTING TIME/ADDITIONS**

The photography schedule and selected methodology are designed to accomplish the goals and wishes of the "Client" in a manner enjoyed by all parties. Both the "Client" and the "Photographer" agree that cheerful co-operation and punctuality are therefore essential to that purpose and that shooting commences at the scheduled start time.

## **6. VENUE RULES**

The "Photographer" is limited by the guidelines set out by the ceremony official or reception site management. The "Client" agrees to accept the technical results of their imposition on the "Photographer". Negotiation with the officials for moderation of the guidelines is the "Clients" responsibility; the "Photographer" will offer technical recommendations only.

## **7. EXPENSES**

The "Client" is responsible for all travel expenses where the venue for the wedding or additional photographic sessions is more than 60 minutes drive from the Brisbane CBD. Where a reception is also covered by the "Client", the "Client" is responsible for the costs of accommodation (if required), meals, etc. if the venue is more than 60 minutes drive from the Brisbane CBD.

## **8. PRODUCT LAYOUT & DESIGN**

In the event where the "Client" receives an Album in a Wedding Photography Packages, a layout proof will be made available for the "Client" to view on a link to a private page on the Nikki Blades Photography website. The "Client" may make a limit of up to 3 design changes to the layout and design of the album. If an excess of 3 design changes are requested by the "Client" an additional design fee will be charged at the Photographer's discretion.

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## 9. COPYRIGHTS

Until final payment for services rendered is made, the photographs produced by the "Photographer" are protected by Federal Copyright Laws (all rights reserved) and may not be reproduced in any manner without the "Photographer's" permission. Upon final payment by the "Client", limited copyright ownership of the resulting images will be transferred to the "Client" under the following conditions:

- The negatives, DVDs, or digital images are the property of the "Client" for personal use and for the purposes of reproduction and giving of photographs to friends and relatives.
- The "Client" must obtain written permission from and compensate the "Photographer" prior to the "Client" or its friends and relatives publishing or selling the photographs or any portion of the photograph for profit.

## 10. EXHIBITION

By signing this agreement, the "Client" gives the "Photographer" permission to display the images resulting from this assignment as an example of the "Photographer's" work and for entrance into photographic competitions or for marketing purposes and release all claims to profits that may arise from uses of images.

## 11. MODEL RELEASE

The "Client" hereby grants to the "Photographer" and its legal representatives and assigns, 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 and any other purposes 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 the said photographs.

## 12. LIMIT OF LIABILITY

In the unlikely event that the "Photographer" is injured or becomes too ill to photograph the event, the "Photographer" will make every effort to secure a replacement photographer for the event.

If this situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. The "Client" agrees that a re-shoot is not possible to re-enact the wedding for the purposes of a re-shoot.

The "Photographer" takes the utmost care with respect to exposure, transportation, and processing of the photographs taken. However, in the unlikely event that images on disk/media have been lost, stolen, or destroyed for reasons within or beyond the "Photographer's" control, the "Photographer's" liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of original images shall be a prorated amount of the exposures lost based on the percentage of total numbers of originals.

The return of monies paid under these circumstances may be made as instalments when the "Photographer" is unable to repay the entire amount as a lump sum.

In the event that the weather conditions are unsuitable on the day of the event, the "Client" shall be responsible for organising a suitable alternate venue or location for post ceremony photos prior to the day of the event, and discuss these options with the "Photographer" prior to the day. the "Photographer" will offer technical recommendations only. The "Photographer" cannot be held liable for portraits missed due to unsuitable weather conditions.

## 13. BOOKING FEE

In the event of cancellation, the booking fee paid is non-refundable. It shall be liquidated damages to the "Photographer" in the event of a breach of contract by the "Client". The "Client" shall also be responsible for payment of any material charges incurred up to the time of cancellation.

## 14. PAYMENT SCHEDULE

A reservation fee of 50% of the Package Price is to be paid at the time this contract is signed, and prior to the event & the balance is to be paid in full 7 days prior to the event. Payments can be made by:

- Cash
- Cheque (Where a personal cheque is offered as payment, that payment must be made 3 business days prior to the day of the event to allow for appropriate clearance)
- Direct Deposit (Please contact the photographer for bank account details).
- Credit Card – Visa & Mastercard only



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**15. COMPLETION SCHEDULE**

Image processing and CD creation takes approximately 6 weeks from the time of the event. Every effort will be made to ensure that the finished product is available prior to the time limit, however, where circumstances beyond the "Photographer's" control prevent early availability or cause a delay past 6 weeks the "Photographer" will not be held accountable.

**16. POSTAGE OF ALBUMS**

Albums included in the Wedding Photography Packages are posted out to the Client by Australia Post Express Postage service and include insurance coverage. Whilst every care is taken to ensure that your album is packed securely, should you receive an album that has been damaged, you must contact this office and return the album to Nikki Blades Photography within 7 days of receiving the album. Only on receipt of the damaged album will a new album be re-ordered and re-sent to you. Nikki Blades Photography will not be liable for any costs incurred in returning the album to our office. Please ensure that you notify Nikki Blades Photography of any changes to your postal address as we will not be held responsible or liable in retrieving Albums that have been sent to a non-current address.

**16. CONFIRMATION OF SERVICE AGREEMENT**

I/We have read and understand all of the terms and conditions of this service agreement and hereby agree to abide by these terms and conditions.

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**"CLIENT" TO SIGN**

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PLEASE PRINT FULL NAME ("Client")

\_\_\_\_\_  
PLEASE PRINT FULL NAME ("Client")

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_  
DATE

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**"PHOTOGRAPHER" TO SIGN**

\_\_\_\_\_  
NIKKI BLADES – BLADES PHOTOGRAPHY ("Photographer")

\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_  
DATE