

### **Agreement for Wedding Photography**

[1] "Photograph(s)" means all photographic material furnished B.A.D. Images, William A. Deaton, 433 North Fifth Street, Martins Ferry, Ohio 43935, (740) 633-5563, hereinafter "Photographer", whether transparencies, negatives, prints, digital images or otherwise.

[2] Except as otherwise specifically provided herein, all photographs and rights therein, including copyright, remain the sole and exclusive property of Photographer. Any additional uses require the prior written agreement of Photographer on the terms to be negotiated. Unless otherwise provided herein, any grant of rights is limited to the private use of photographic material purchased by the individuals.

[3] Client assumes insurer's liability (a) to indemnify Photographer for loss, damage, or misuse of any photograph(s), and (b) to return all photographs not being purchased prepaid and fully insured, safe and undamaged, by bonded messenger, airfreight, or registered mail within sixty (60) days of the invoice date.

[4] Reimbursement by Client for loss or damage of each item shall be in the amount set forth next to said item on the front hereof. Photographer and Client agree that said amount represents the fair and reasonable value of each item, and that Photographer would not sell rights to such item for less than paid amount.

[5] Client will not make or permit any alterations, additions, subtractions in respect of the photographs, including without limitation any digitalization or synthesization of the photographs, alone or with any other material, by use of computer or other electronic means or any other method or means now or hereafter known.

[6] Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses arising out of any use of any photographs for which no release was furnished by Photographer, or any photographs, which are altered by Client. Unless so furnished, in writing, no release exists. Photographer's liability for all claims shall not exceed in any event the total amount paid under this invoice.

[7] Client assumes full risk of loss or damage to materials furnished by photographer hereunder and warrants that said materials are adequately insured against such loss or damage. Client shall indemnify Photographer against all claims, liability, damages and expenses incurred by Photographer in connection with any third party claim arising out of use of said material hereunder.

[8] All payment for services and materials provided by Photographer hereunder shall be made as follows, \$100 US Dollars to book the date with the balance of the package price due the day of the wedding. Orders for extra albums, reprints, enlargements or other services must be prepaid in full. Deposits are non-returnable.

[9] Time is of the essence for receipt of payment and return of photographs. No rights are granted until timely payment is made in full.

[10] Client may not assign or transfer this agreement or any rights granted hereunder. This agreement binds and insures to the benefit of Photographer, Client, Clients principals, agents and affiliates, and their respective heirs, legal representatives, successors and assigns. Client and its principals, agents

and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing because of immediate proximity of shooting. This agreement incorporates by reference Article 2 of the Uniform Commercial Code and the Copyright Act of 1976, as amended.

[11] Except as provided in (12) below any dispute regarding this agreement shall be arbitrated in Martins Ferry Ohio under rules of the American Arbitration Association and the laws of Ohio. Judgment on the arbitration award may be entered in any court having jurisdiction. Client shall pay all arbitration and court costs, reasonable legal fees, and expenses and legal interest on any award or judgment in favor of Photographer.

[12] Client hereby expressly consents to the jurisdiction of the Federal Courts with respect to claims by photographer under the Copyright Act of 1976, as amended.

[13] Reshoots: Client will be charged 100% fee and expenses for any reshoot required by Client. For any reshoot required because of an act of God or the fault of a third party. Photographer will charge no additional fee and Client will pay all expenses.

[14] Emergencies: Emergencies such as serious injuries, serious illness or death to the signing parties to this agreement or their immediate families will cause this agreement to be null and void. Photographer will return any deposits made and will not charge for time or material expenses incurred while preparing for the shoot. Client(s) as well as Photographer must produce documentation in writing showing cause stating reason, relationship and have an excuse signed by an attending physician, charge nurse or funeral director. For the purpose of this agreement immediate family will consist of parents, stepparents, brothers, sisters, spouses, children, stepchildren, grandchildren and grandparents, as well as myself and the bride or groom. Either party may invoke this clause up to five days prior to the wedding and extending to such a time that the wedding would have been concluded.

[15] Unless negotiated in a separate instrument (in writing) all proofs, sample prints, negatives and images remain the property of Photographer and may be used as advertising, display, or any purpose thought proper by Photographer without compensation.

[16] Upon signature, photographer reserves the time and date agreed upon and will not make other reservations for that time and date. For this reason all deposits are not refundable-even if the wedding is cancelled with an exception for (14) above. No other photographer will be permitted to photograph, pose or interrupt while Photographer is working. Any breach of this agreement will constitute a reason for non-completion of the job with no liability to the photographer and the loss of the initial deposit.

[17] You have the right to a three (3) day grace period to exit this contract. I must be notified in writing. The postmark shall not be older than three (3) days of the date following the signature of the contracting party.

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This contract is not valid until signed and all deposits received.  
Have your read and do you understand the terms?  
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Contact information to complete the Agreement for Wedding Photography

Wedding Date \_\_\_\_\_ Time \_\_\_\_\_

Place \_\_\_\_\_

Reception to be held at \_\_\_\_\_

Time \_\_\_\_\_

Special location request

\_\_\_\_\_  
Brides' name, email & telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Grooms' name, email & telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address and phone after wedding

\_\_\_\_\_  
Signature & Date of Contracting Party

\_\_\_\_\_  
Signature & Date of Photographer

\_\_\_\_\_  
By providing the above information and placing your signature upon this page you are agreeing to all seventeen points of the preceding pages (pages 1 & 2).