

Life Captured Photography by Joshua Carter Wedding Contract

Wedding Date _____

Wedding Location _____

Bride's Name _____ Groom's Name _____

Address _____ Address _____

Bride's Email _____ Groom's Email _____

Bride's Cell phone _____ Groom's Cell phone _____

Significant Contact _____

Future Address _____

Wedding Details:

Minister/Presiding Person _____ Best man & Matron of Honor _____

Number of guests attending: _____ Number in Wedding Party _____

Ceremony Location _____

Reception Time _____ Reception Location _____

Arrival time for Photographer _____

Special instructions/notes:

Terms and Conditions

- 1.) **Deposit and Payment.** A minimum retainer of \$500 is required at the time the wedding date is booked by the client. The remaining balance is due two weeks prior to wedding date. All deposits are nonrefundable, in the event of a date change or wedding cancellation by the client for any reason. No photographs will be taken until payment is paid in full.

- 2.) **Cancellation.** If Photographer is unable to perform to the guide lines of this contract due to a fire or other casualty, act of God, act of terrorism, or other cause beyond the control of the parties, or due to illness of photographer; and if the Photographer is unable to provide another photographer that is agreeable to the client, then all fees paid by the client will be returned in full, Life Captured Photography shall have no further liability with respect to the agreement. If Life Captured Photography is unable to perform to the obligations in this contract for reasons outside the sole control of Joshua Carter, he/she will not be liable for costs in excess of the amount the client has paid. This limitation of liability will also apply in the event that negatives or digital images are lost through camera malfunction, damaged in processing, lost in the mail, or otherwise damaged or lost without fault of the photographer, Joshua Carter. In the event the photographer fails to perform for any other reason, the photographer shall not be liable for any amount in excess of the retail value of the client's order.

- 3.) **Digital Image Rights.** All photographic materials and rights to reproduce, including but not limited to digital images, negatives, transparencies, proofs, and previews shall be the exclusive property of Joshua Carter and Life Captured Photography.

- 4.) **Exclusive Photographer.** The photographer will be the exclusive photographer retained by Client to photograph the wedding; excluding other professionals and amateurs. Family and friends of the Client are permitted to take photographs as long as they do not interfere with the Photographer's duties.

- 5.) **Moments.** Photographing any specific moment is not guaranteed by Photographer. The client may present Photographer with a list of suggested photos, but the Photographer is unable to guarantee those photos.

- 6.) **Copyright.** It is illegal to use or copy images in any way or manner without written permission by Photographer. Photographer retains all copyright. If digital image rights are not released per the wedding package, then Life Captured Photography retains full rights to images. Unless full rights are released, the client cannot copy or print images without written permission from the photographer. For use in slideshows, a waiver form can be supplied. For any other use, image rights fees will apply. Without full image release, only Joshua Carter can make reproductions for the client or for promotion of photography.

- 7.) **Photographs.** Although great care will be taken with the negatives and/or files taken at the wedding, Photographer limits any liability for loss, damage or failure to deliver pictures for any reason. Liability will only amount to that of deposits made.
- 8.) **Model Release.** Photographs taken and presented by this photographer may be used by Photographer for the purpose of display, portfolio, advertising, website or any publication to promote his/her studio or name, and the images can be used without additional compensation to the undersigned. Promotion of Life Captured Photography may include but is not limited to proofs for portfolio, samples, self-promotions, entry in contests or art exhibitions, editorial use, display in building, or display on website, blog, or any future advertisement endeavor.
- 9.) **Photographer.** The photographer may substitute another photographer to take the photographs in the event of Joshua Carter's illness or of scheduling conflicts. In the event of such substitution, Life Captured Photography warrants that the photographer taking the photographs shall be a competent professional.
- 10.) **Pricing.** The charges in this agreement are based on the 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 is placed.
- 11.) **Miscellany.** This agreement incorporates the entire understanding of the parties. Any modifications of this agreement 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 agreement. This agreement shall be governed by the laws of the state of Missouri.

Changes of this contract must be in writing and signed by both parties.

All parties have read this contract and full. By completing the following information it is understood that you have read and agree to the terms of this contract. This contract is not valid until all payments have been paid and the contract is signed.

Contracting Client _____

Photographer _____

Date _____

Life Captured Photography
Joshua Carter
618 E. Centennial Ave.
Carthage, MO 64836

417-793-5777

www.yourlifemyvision.com