

Phillip Sanders Photography

Wedding Date and Time: _____

Bride's Name (Client): _____

Phone: _____

Address: _____

Email: _____

Groom's Name (Client): _____

Phone: _____

Address: _____

Email: _____

Time Photography Session Starts: _____

Ends: _____

Amount of Guests: _____

Other Photography Sessions agreed on:

Wedding Chapel Location: _____

Wedding Official and Contact Number: _____

Wedding Reception Location: _____

Wedding Reception Manager and Contact Number:

8412 Newbys Mill Dr. Chesterfield, VA 23832

Email: psphotocreations@comcast.net

Web: www.psphtocreations.com

Phone: (804)334-2211

Phillip Sanders Photography

Bride's Dress-up Location: _____

Wedding theme: please specify **color scheme** / traditional / formal / informal / casual etc.

Wedding Attire: describe bride, groom and wedding party attire

Photography fee agreed on: \$_____ (plus applicable expenses as described in the contract). A deposit of 50% (\$_____) is due when this agreement is signed, and the balance (\$_____) is to be paid 1 week before wedding date.

Additional Expenses: THE CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by THE CLIENT. (If traveling out of the Richmond metro area)

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

Wedding package chosen: _____

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between **PHILLIP SANDERS PHOTOGRAPHY** and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

2. RESERVATION: Upon your signature, **PHILLIP SANDERS PHOTOGRAPHY** will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of 50% is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due 1 week before the wedding date.

3. CANCELLATION: In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the deposit will be forfeit. **PHILLIP SANDERS PHOTOGRAPHY** agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT.

4. PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the wedding date in order to finalize the actual shooting times and locations.

5. EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

8412 Newbys Mill Dr. Chesterfield, VA 23832

Email: psphotocreations@comcast.net

Web: www.pshphotocreations.com

Phone: (804)334-2211

Phillip Sanders Photography

6. 90 MINUTE WINDOW: The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 60 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 90 minute window from occurring, **PHILLIP SANDERS PHOTOGRAPHY** shall not be held liable for failure to take desired photographs.

7. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. **PHILLIP SANDERS PHOTOGRAPHY** is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to **PHILLIP SANDERS PHOTOGRAPHY**. **PHILLIP SANDERS PHOTOGRAPHY** recommends that THE CLIENT designate an "event guide" (see **PRE-EVENT CONSULTATION** above) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

8. 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 involved. THE CLIENT and **PHILLIP SANDERS PHOTOGRAPHY** agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, **PHILLIP SANDERS PHOTOGRAPHY** will not be held liable for any photographs not taken.

9. HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; **PHILLIP SANDERS PHOTOGRAPHY** will offer technical recommendations only.

10. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by **PHILLIP SANDERS PHOTOGRAPHY** are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without **PHILLIP SANDERS PHOTOGRAPHY'S** explicit written 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 and/or slides are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.
- THE CLIENT must obtain written permission from, and compensate **PHILLIP SANDERS PHOTOGRAPHY** prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.
- **MODEL RELEASE:** THE CLIENT hereby assigns and grants **PHILLIP SANDERS PHOTOGRAPHY** and its legal representatives 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 or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases **PHILLIP SANDERS PHOTOGRAPHY** and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that **PHILLIP SANDERS PHOTOGRAPHY** may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by **PHILLIP SANDERS PHOTOGRAPHY**.
- **EXCLUSIVITY / GUEST PHOTOGRAPHY:** It is understood that **PHILLIP SANDERS PHOTOGRAPHY** will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by **PHILLIP SANDERS PHOTOGRAPHY**, THE CLIENT acknowledges that they are

8412 Newbys Mill Dr. Chesterfield, VA 23832

Email: psphotocreations@comcast.net

Web: www.pshphotocreations.com

Phone: (804)334-2211

Phillip Sanders Photography

responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographers are in session. **PHILLIP SANDERS PHOTOGRAPHY** suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of **PHILLIP SANDERS PHOTOGRAPHY** to capture the formal wedding portraits. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography cannot be permitted. **PHILLIP SANDERS PHOTOGRAPHY** will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar during the time **PHILLIP SANDERS PHOTOGRAPHY** equipment is being packed up. In return for this consideration **PHILLIP SANDERS PHOTOGRAPHY** insists no other guest photography take place when or where **PHILLIP SANDERS PHOTOGRAPHY** is working. No other guest/photographer using professional equipment will be allowed by **PHILLIP SANDERS PHOTOGRAPHY** at any time during the wedding. **PHILLIP SANDERS PHOTOGRAPHY** reserves the right to stop any photographic services paid for and leave the function should any other person take photographs with any professional equipment – with the deposit being forfeit.

- **GUEST COOPERATION:** THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

11. COMPLETION SCHEDULE: The printing process can only start once **PHILLIP SANDERS PHOTOGRAPHY** receives the order list for the required images. Digital processing takes approximately 2-3 weeks. Creation of a wedding album takes 6-10 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.

12. PAYMENTS: THE CLIENT agrees that 50% deposit is required at the time of contract acceptance and 100% of the remaining balance is due 1 week prior to THE CLIENTS' wedding date.

13. FINAL DELIVERY: **PHILLIP SANDERS PHOTOGRAPHY** will deliver the prints and any additional materials once editing and/or printing are completed. **PHILLIP SANDERS PHOTOGRAPHY** can also mail photos for an additional fee at the request of the client.

14. METHOD OF REMUNERATION: Payment may be made in cash or by check made out to **PHILLIP SANDERS PHOTOGRAPHY**.

PROOF OF PAYMENT TO BE PROVIDED ON REQUEST

15. PURCHASE OF DIGITAL NEGATIVES: If THE CLIENT desires a copy of the additional digital negatives (images not selected for the paid package) in high resolution, these images may be purchased at a specified cost and will be supplied on CD. A low resolution digital negative CD can be purchased or may be included in a wedding package.

16. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. **PHILLIP SANDERS PHOTOGRAPHY** will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar price. If such a 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.

PHILLIP SANDERS PHOTOGRAPHY takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond **PHILLIP SANDERS PHOTOGRAPHY** control, the latter's liability is limited to the return of all payments received for the event

8412 Newbys Mill Dr. Chesterfield, VA 23832

Email: psphotocreations@comcast.net

Web: www.pshphotocreations.com

Phone: (804)334-2211

Phillip Sanders Photography

package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

17. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, **PHILLIP SANDERS PHOTOGRAPHY** cannot place an unconditional guarantee on the above. **PHILLIP SANDERS PHOTOGRAPHY** will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of **PHILLIP SANDERS PHOTOGRAPHY'S** control.

18. PERFORMANCE: The performance of this contract on behalf of **PHILLIP SANDERS PHOTOGRAPHY** shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

19. AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and **PHILLIP SANDERS PHOTOGRAPHY** at the time of acceptance of this contract shall be recognized as amendments to this contract.

Bride's Signature: _____ Date: _____

Groom's Signature: _____ Date: _____

Photographer Signature: _____ Date: _____

8412 Newbys Mill Dr. Chesterfield, VA 23832

Email: psphotocreations@comcast.net

Web: www.pshphotocreations.com

Phone: (804)334-2211