

PHOTOGRAPHY SERVICES AGREEMENT

This Photography Services Agreement (the "Agreement") is dated as of _____, 20____ by and between
Katie DiSimone Photography (herein after "Photographer") and _____
_____ (individually and collectively "Clients").

Wedding Date: _____

Location(s): _____

Groom: _____ Phone: _____

Address: _____

Email: _____

Bride: _____ Phone: _____

Address: _____

Email: _____

Katie DiSimone Photography

1636 Leah Way, Paso Robles, CA 93446 | home (805) 221-5673 | cell (805) 975-7897
www.katiedisimone.com | photos@katiedisimone.com

1. FEES: Photography fee and deposit are as outlined herein. The deposit is due at the signing of this agreement. The remaining balance is due and payable 15 days prior to the wedding. Said deposit shall be non-refundable, since the Photographer is reserving the above-mentioned date and shall not accept any other photography assignments on the wedding date.
2. SERVICES TO BE RENDERED: The services and good included for the fee stated above are described in the attached package sheet of this agreement.
3. MEALS: For photography work lasting 4 hours or longer, Clients will provide a meal similar or equal to the catered food provided as part of the event for the Photographer. If a meal is not made available, the Photographer may leave the premises or be otherwise unavailable for a reasonable period of time to eat. Generally, the Photographer will make every effort to schedule meals during a "slow time" in the day's activities.
4. PRE-EVENT CONSULTATION: The parties agree to a pre-event telephone consultation at a mutually agreeable time in order to finalize the actual shooting times, locations, and Client's request list (in writing) for specific photographs. Due to the uncontrolled nature of weddings and events, including but not limited to weather, lighting conditions, or the availability or willingness of people, the Photographer cannot guarantee obtaining specifically requested images, but will attempt to do so in good faith, and ask for assistance from the Clients in directing their family and guests when needed.
5. MODEL RELEASE: The Clients hereby grant to the Photographer and her 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 purpose in any manner and medium related to Photographer's business purposes, and to copyright the same. The Client hereby releases Photographer and her legal representatives and assigns from all claims and liability relating to said photographs.
6. FORMAL PHOTOGRAPHS: The Clients agree to set a minimum period of 45-60 minutes after the ceremony for formal and family photographs. If the parties' late arrival prevents the formal photo period from occurring, the Photographer shall not be held liable for failure to take desired photographs. If clients wish to take photographs before the ceremony, that should be discussed during the pre-event consultation.
7. HOUSE RULES: The Photographer is limited by the guidelines of the ceremony officiant or reception site management. The Photographer accepts no responsibility or technical limitations or restrictions imposed by the presiding official(s). The Clients understand that the positioning of the Photographer for any shot may not be the choice of the Photographer, but due to a limitation or restriction imposed upon the Photographer. In that event, the Photographer accepts no responsibility for any obstruction to a shot that is beyond the control of the Photographer. Negotiation with the officials for modification or alteration of the guidelines is the Clients' responsibility. The Photographer will offer technical recommendations only.

8. **SOLE PHOTOGRAPHER:** The Photographer will be the exclusive professional photographer retained by the Clients for the purpose of photographing these events, unless other arrangements are made in advance and agreed upon by all parties. Family and friends of the Clients are welcome to peripherally photograph the event, so long as they do not interfere with the Photographer's duties.
9. **COPYRIGHTS:** The photographs produced by the Photographer are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the Photographer's explicit written permission. If purchased, the negatives and/or digital images are the property of the Clients for personal use and for the purposes of reproduction and giving photographs to friends and relatives. A copyright release letter will be furnished to the Clients. Clients must obtain written permission from and compensate the Photographer prior to the Client or their associates publishing or selling the photographs for profit.
10. **EDITING:** The photographer reserves the right to edit images as she sees fit with no additional charge to the Client above the agreed package price. Additional Client requested changes, edits and retouching on images will be billed at the hourly editing rate current at the time of the agreement.
11. **COMPLETION DATE:** Digital processing and one (1) copy of a DVD delivery and online proofing creation take approximately 6 weeks. Blog posts or related web-postings will be done within 2 weeks of the event. It is the responsibility of the Clients to make duplicate copies of digital media for the purposes of long-term storage. The Photographer shall not be obligated to deliver any images or products to the Client until the contract price has been paid in full.
12. **PRODUCT AVAILABILITY:** Since weddings are typically booked well in advance of the event date, the Photographer cannot guarantee availability and price for products provided by third party vendors (albums, coffee table books, prints). In the event of a preferred vendor's discontinuation of a product or substantial price change, every effort will be made to secure an equal product, in both quality and price.
13. **LIMIT OF LIABILITY:** If the Photographer is injured, becomes too ill to photograph the event, or cannot perform this agreement due to fire, casualty, nature, terror, or other cause beyond the control of the parties, the Photographer will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the refund of all payments received for the event package. Photographer takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that the photographs have been lost, stolen, or destroyed for reasons within or beyond the photographer's control, photography liability is limited to the return of all payments received for the event package. The limit of liability for partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. The Clients understand that photography is a subjective medium. The Photographer shall be granted artistic license by the Clients in relation to the poses photographed and locations used. The Photographer's judgment in relation to the poses and locations used shall be deemed correct. Although all images will be technically correct, not all images may satisfy the subjective standards of the Client. Notwithstanding, the Photographer is not liable if all images do not meet the Client's subjective standard.
14. **CANCELLATION OR RESCHEDULING:** A non-refundable deposit is required to reserve the Photographer for the date and services stated. Photographer will not guarantee her services or availability until deposit is received. The balance of the payment must be paid to Photographer at least 15 days prior to the event date.

If the event is postponed, the Photographer will, in good faith, attempt to reschedule to the new date and apply the existing deposit to the new date, should the new date be available for the Photographer. However, no guarantees are made or implied that the Photographer can provide services on that new date. If the new event date is more than 2 months from the original event date, a new agreement must be signed and the Clients will be subject to the pricing current at the time of the new agreement date.

In the case of cancellation or inability to reschedule as described above, if the Photographer rebooks the date at an equal or greater value than the package selected in this agreement, the Photographer may refund the Clients' deposit. The amount refunded will be at the Photographer's discretion and may be reduced due to time spent and/or expenses incurred by the Photographer during the course of this agreement's execution.

15. **MEDIATION:** In the event of any dispute or controversy concerning any of the terms and conditions of this agreement, the parties agree to first submit the dispute or controversy to a Mediator, who will attempt to facilitate a mutually agreeable resolution. If the parties cannot agree upon a Mediator, then each party shall appoint a representative and the two representatives shall select the Mediator. The parties shall share equally in the costs of the Mediator. Each party shall bear their own attorneys fees and costs.
16. **ARBITRATION:** In the event that the parties cannot resolve the dispute or controversy through Mediation, the dispute or controversy shall be submitted to an Arbitrator, who will conduct the arbitration pursuant to the commercial rules of the American Arbitration Association. If the parties cannot agree upon an Arbitrator, then the Arbitrator shall be selected in the same manner as the Mediator, set forth in the Mediation paragraph herein above. The decision of the Arbitrator shall be final and binding. The Arbitrator shall have the authority to award payment of reasonable attorneys fees and costs to the prevailing party.
17. **ENTIRE AGREEMENT:** This agreement contains the entire understanding between the Photographer and the Clients in regards to the wedding photography coverage. It supersedes all prior and simultaneous agreements between

the parties. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this agreement. This agreement may only be changed in writing, agreed to and signed by all parties signatory to the original agreement.

18. **GOVERNING LAW:** This agreement shall be construed in accordance with the laws of the state of California. If any mediation or arbitration is necessary to enforce the terms of this agreement, the parties agree that the County of San Luis Obispo shall be the sole jurisdiction and venue for bringing such action(s).
19. **SUCCESSORS AND ASSIGNS:** Except as expressly provided in this agreement, each and all of the covenants, terms, provisions, conditions, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties herein.
20. **SEVERABILITY:** Each and every provision of this agreement is severable and independent of any other term or provision of this agreement. If any terms or provision herein is held void or invalid for any reason, such invalidity shall not affect the remainder of this agreement.
21. **ATTORNEYS FEES:** If any legal action is necessary to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to costs and reasonable attorneys fees. This provision shall not apply to Mediation.
22. **ASSIGNABILITY:** This agreement is not assignable by either party without the express written consent of all parties.
23. **EXECUTED COUNTERPARTS:** This agreement may be executed in any number of counterparts, and all counterparts shall be considered together as one agreement.

	Price
	Discounts (see attached)
	CA Sales Tax (8.25%)
	Travel Expenses
	Total Charges
	Non-Refundable Deposit
	Balance Due

Balance Due Date _____

Client Initials _____

Client shall pay the remaining balance as stated in signed contract to Photographer no later than 15 calendar days prior to event date. Cash payments are permitted on event date. Failure to remit the remaining balance within 15 calendar days of event may result in loss of deposit, and photographer may book another event for the same time and date with no further obligation to the Event noted in this agreement.

I/we have read and understand the terms above. I/We hereby agree to the terms of this agreement and acknowledge that I have received all three (3) pages of this agreement and attached package sheet. In witness thereof, the parties have signed this agreement on the date written.

CLIENTS

Print Name (Groom)

Signature

Print Name (Bride)

Signature

PHOTOGRAPHER

Date: _____

