



WEDDING PHOTOGRAPHY CONTRACT

Updated Dec 2020

This agreement is made on ___/___/___ between the following parties;

1. Chris Gray Photomedia

Christopher Gray trading as "Chris Gray Photomedia"

Contact: hello@chrisgrayphoto.com

Address:

2. The Client

Name(s): _____

Email: _____

Mailing Address: _____

ARTICLE 1 - DEFINITIONS

1.1 **Booking Fee** - The non-refundable 50% booking deposit

1.2 **Event** - The wedding or celebration day including pre-ceremony, ceremony and reception.

1.3 **Client** - The couple getting married or the person(s) entering into this contract with Chris Gray

1.4 **Photographer** - Chris Gray and his business, Chris Gray Photomedia

1.5 **Agreement** - The wedding photography contract outlining the obligations of both parties.

1.6 **Force Majeure Event** - Situations beyond control of one or both of the parties including, but not limited to: illness or injury, natural disaster, act of war or terrorism, epidemic or pandemic (including COVID-19), travel cancellation, action of any governmental authority, national or regional emergency, other casualty.

ARTICLE 2 - DELIVERY OF SERVICE

- (1) Price of packages as reflected in the Price Guide - Blue \$1,950; Yellow \$2,150; Purple \$2,550; Green \$3,150.
- (2) A non-refundable Booking Fee of 50% of each package price is required as a deposit to secure the services of the Photographer for the desired date.
- (3) Full payment must be completed 14 days prior to the Event. No photographs or products shall be delivered until Client pays in full.
- (4) Package prices include consultations, meetings, location scouts, coverage of the entire day and post-processing, with 300+ final photographs individually selected, edited and delivered via online gallery (low resolution files) and on a USB drive (high resolution files). The Client shall receive a mailed package including USB and a selection of 4x6" prints.
- (5) Package inclusions can be further customized and additions may be purchased after date of Agreement, subject to written confirmation by both parties. Agreement shall be amended to reflect any changes and confirmed by both parties.
- (6) A second shooter is available for an extra \$500 on top of any package, and shall be hired by the Photographer to take photos only at the Event. The processing of all images will be done by the Photographer. Not all images taken by the second shooter are deliverable and only those approved by the Photographer will be included.
- (7) A turnaround time of 3 weeks for final photographs should be expected. Longer turnaround times apply to packages including a photobook.
- (8) The Photographer shall retain the Booking Fee and fees for any other service already provided, should the Client request a refund or cancellation due to any reason. The Client shall give the Photographer 60 days notice of their intentions to cancel. After this time, any refunds made shall be at the Photographer's discretion.
- (9) The photographer shall not refund any amount after all services have been provided.

ARTICLE 3 - CONSIDERATIONS

3.1 Client Cooperation:

- (1) The Photographer shall receive full payment and necessary documentation prior to the Event — copies of both ceremony and reception programs, venue details including location addresses and directions if required, shot lists and photo schedules, etc.

- (2) At the request of the Client, the Photographer shall fulfil a list of family and/or group photos. Images of every group or guest are not guaranteed. The Photographer does not offer photo-booth services.
- (3) The Photographer shall work for the hours outlined in this Agreement and shall leave after that time, even if the Event program isn't over. Within the hours agreed, the Photographer shall take short breaks wherever appropriate, including bathroom breaks, and shall not go offsite. The Photographer shall communicate with the Client before he leaves.
- (4) The Photographer is entitled to a single vendor meal, and seating with the guests is not necessary.

3.2 Safe-Environment:

- (1) The Client shall work with Photographer to maintain a safe environment including, but not limited to: complying with applicable governmental laws, directives, orders, and regulations.
- (2) The Photographer shall not be required to perform under this Agreement if the Event is held in violation of a Governmental Order or if his participation in the Event would violate a Governmental Order.
- (3) The Client understands and agrees that the Photographer shall not be obligated to continue to perform duties under this Agreement, and is entitled to leave the Event and retain all amounts paid, if the personal safety or well-being of himself and/or his associates is comprised or threatened at Event including, but not limited to, as a result of the condition of the venue for the Event or the conduct of an attendee at the Event.

3.3 Replacement Photographer:

- (1) In the case of a Force Majeure Event that impacts the Photographer individually, but does not otherwise impact the Event, the Photographer shall make reasonable efforts to hire or suggest a replacement photographer for the Event as early as practicable.
- (2) Should the Client not accept a replacement photographer hired by Photographer to perform his obligations under this Agreement, the Photographer shall refund fees, less the Booking Fee and fees for any other service already provided (e.g. engagement shoots), and shall have no further obligation to perform under this Agreement.

3.4 Destination Weddings:

- (1) If travel is required for Event, it is expected that the Client will cover or contribute to a portion of the travel expenses – including flights, accommodation and transport. Travel expenses will be added on top of any package costs. If a working visa and insurance policy fees are required this may also incur additional costs to the Client.

- (2) In the case of an event that affects travel, preventing Photographer from being present on the day of event (including COVID-19), the Force Majeure clause outlined in this contract shall be followed.

ARTICLE 4: REPRESENTATIONS & WARRANTIES

- (1) Only a selection, based on quality, of all images taken at the Event shall be delivered. Unedited and RAW files will not be given out by Photographer under any circumstances.
- (2) Online galleries shall remain online for 6 months after which the images will no longer be stored online. It is the Client's responsibility to download and save their images in a safe place. After 1 year from the delivery of the final photographs, the Photographer is no longer responsible for the storage of images.
- (3) The Client retains printing rights to images, and shall use images for *personal* distribution only. All rights to images remain with the Photographer, including the right to display any photographs for the purposes of his portfolio, advertising and promotion (unless otherwise agreed by the parties). The Photographer shall not sell or distribute images to other online platforms or publications without the Client's permission.
- (4) The Client shall not redistribute or make sales from these images. The Client agrees to credit any work posted online to the source of the Photographer. This may include a facebook page, website or simply the name of the Photographer.

ARTICLE 5: ADDITIONAL CLAUSES

5.1 Force Majeure

- (1) In the unlikely event that the Photographer or the Client cannot perform or believes they can not perform this Agreement in whole or in part due to a Force Majeure Event, parties shall give notice as soon as reasonably practicable.
- (2) The Photographer shall have no obligation to perform under this Agreement and no liability for delays or failures to perform due to a Force Majeure Event, but parties will work together to find an alternative date for the Event that is suitable to both parties.
- (3) In the event of a Force Majeure Event, fees related to the fulfilment of this Agreement shall be refunded in part and at the discretion of the Photographer, less any non-refundable amounts including the Booking Fee.

5.2 COVID-19 Release:

(1) The Photographer is relieved of fulfilling services in this Agreement should he find prior or at the Event that the Client, guests, vendors and/or venue are failing to comply with government mandated COVID-19 orders.

5.3 Hold Harmless:

(1) The Client agrees to indemnify and hold harmless the Photographer for any liability, damage, or loss related to technological failure, including data loss.

(2) The Client understands and agrees that Photographer is not required to maintain copies of the photos from the event one year after the photos have been delivered to Client.

(3) The Photographer Shall not be held liable for any personal injury which may occur.

PAYMENT & SIGNATURES:

Deposit Paid: _____ Date: _____

Remaining Balance: _____ Due: _____

By signing this Agreement, Photographer and Client agree to all terms and conditions

Client: _____ Date: _____

Client: _____ Date: _____

Photographer: _____ Date: _____