

WEDDING PHOTOGRAPHY AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 20____, by and between _____ hereafter called "Client," and Whitney Flora Photography, LLC hereafter called "Photographer."

Client and Photographer, for the consideration hereafter named, agree as follows:

1. Nature of Services. By signing this Agreement, Client hires Photographer to perform wedding photography services, subject to the provisions of this Agreement.

2. Provision of Services.

2.1. Photography Session. Photographer shall take photographs of _____ at _____ on _____ at _____ am/pm. Photographer shall remain on site to take photographs for _____ hour(s).

2.2. Editing. Photographer shall perform reasonable and professional editing work to the photographs. The decision to edit or not edit and the decisions as to how edits will be made shall be in the sole discretion of Photographer's professional judgment.

2.3 Proofs. After performing editing work, Photographer shall make available to Client proofs of the edited photographs for final approval. While Client may make suggestions regarding the edited photographs, and while Photographer will attempt to accommodate the suggestions of Client if possible, Photographer shall not be bound by Client's suggestions.

2.4 Delivery of Product. Photographer shall deliver to the Client the product within a commercially reasonable time not to exceed _____ month(s) from the date of the photography session.

2.5. Invoice. Client shall be entitled to an invoice with an itemized list of all fees before making final payment.

3. Product. The product to be delivered by Photographer to Client shall include the following:

3.1. Digital Copies. Photographer shall provide a copy of each edited photograph to Client on a DVD. Each photograph shall be of medium resolution.

3.2. Photograph Print Package. Photographer shall provide the following print package: _____.

3.3. Special Print Packages. Photographer shall provide any additional packages that client shall order. These are listed below:

Packages	Price

4. Fees. In exchange for Photographer's services the Client agrees to the following fees:

4.1. Deposit. Prior to the completion of any of Photographer's services, Client shall make a non-refundable deposit of _____. This deposit shall operate as a credit towards the total purchase price.

4.2. Hourly Rate. Immediately after completion of Photographer's on-site photography session, Client shall pay to Photographer _____ multiplied by the number of hours that Photographer agreed in paragraph 2.1 to remain on site for the photography session. In the event that photographer remains on site longer than is agreed upon in this Agreement, Photographer will be paid an extra ½ time for each hour in tenth of an hour increments. Photographer will not begin editing the photographs taken until the hourly rate fee has been paid in full.

4.3. Expenses. In addition to the hourly rate, Client shall pay to the Photographer the following expenses:

4.3.1. Travel. Client shall pay to Photographer the reasonable costs of travel to the site of the photography session. If Photographer is required to drive in excess of ____ miles from Photographer's studio to the site, Client shall pay to Photographer ____ per mile driven in excess of said number of miles. If Photographer is required to fly by airplane to the site, Client shall pay to Photographer the cost of airfare. Payment in full for all travel expenses shall be due before Photographer begins editing.

4.3.2. Lodging. In the event that Photographer pursuant to this contract has to lodge overnight near a site location, Client shall pay to Photographer the cost of reasonable lodging.

4.4. Special Print Packages. Client shall pay to Photographer the price for any special print packages pursuant to paragraph 3.3 that Client shall order. Client shall not receive any additional packages until they are paid in full.

5. **Payment Due.** Payment shall be made in full immediately after the photography session. Photographer will not begin editing photographs until payment is made in full. Further, client shall not be entitled to receipt of any photographs in any form, edited or otherwise, until payment is made in full.

6. **Restrictions On Use.**

6.1. **Authorized Uses.** Client may use Photographer's product arising out of this Agreement for personal, non-commercial uses. Said product may be posted on Client's personal, non-commercial websites as long as Client gives proper attribution to Photographer. Attribution is proper if a conspicuous caption posted with the photograph includes the phrase, "Copyright Whitney Flora Photography [year picture taken]."

6.2. **Unauthorized Uses.** Client shall not use Photographer's product for commercial purposes.

6.3. **Unedited Photographs.** In the event that Photographer provides a copy to Client of unedited photographs in any form, Client shall not attribute in any way said photographs to Photographer.

7. **Damages.**

7.1. **Infringement of Intellectual Property Rights.** Both parties expressly agree that arriving at a calculation of damages arising out of intellectual property rights violations, whether arising out of statute, common law, or this Agreement, is complicated and frequently cost-prohibitive. In the event that an intellectual property violation is found between the parties arising out of this contract, the parties agree that Photographer shall be entitled to elect liquidated damages in the amount of the original Agreement price. These liquidated damages are in addition to the Agreement price already paid or to be paid for completed services.

7.2. **Non Satisfaction of Product.** Client expressly waives any cause of action for any damages whatsoever arising out of non satisfaction with Photographer's Product. Client shall neither be entitled to a refund nor consequential damages.

7.3. **Non Waiver of Remedies.** Paragraph 7.1 shall not be construed as a waiver of any other remedies at law or equity to which Photographer may be entitled. Further, Photographer's failure to exercise remedies to which Photographer may be entitled shall not constitute a waiver of further remedies.

8. **General Provisions.**

8.1. Governing Law. The laws of Arkansas govern all matters relating to this Agreement, including torts.

8.2 Successors and Assigns. This Agreement binds all successors and assigns.

8.3 Merger. This Agreement is the final, complete, and exclusive statement of the parties' agreement on the matters contained in this Agreement. It supersedes all previous negotiations and agreements.

8.4 Amendments. The parties shall not amend this Agreement, except by an agreement in writing signed by both parties.

8.5 Severability. In the event that one or more of the provisions of this Agreement are deemed unenforceable, this Agreement shall be construed as if that unenforceable provision did not exist.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____ 20____.

Whitney Flora Photography, LLC.

By: _____
Whitney Leonard

By: _____
Client Printed Name

Client Signed Name