**Wedding Photography Contract**

**PLEASE COMPLETE SECTIONS HIGHLIGHTED IN BOLD**

**Parties**

(1) Katie Oliver (KT Photography)

**(2) Enter name here**

**(3) Enter name here**

**Date of event:**

**Package selected: Full day wedding photography**

**Venue(s):**

**Price Including retainer of £100: £980**

**Includes:**

• Pre-wedding meeting at a social location (I.e. coffee shop) in Nottingham or Webcam (Zoom) if preferred

* Wedding questionnaire (sent 1-2 months prior to event along with final invoice)

• Photography from bridal or groom prep to first dance & dancing or 8PM (whichever is first)

- Preview post of images posted on social media within one month of wedding date

- Unlimited (approx. 400-550) final high resolution images unmarked and to share as you please

• Delivery via online download link to share with family & friends (one month live) & a viewing video (mp4)

**Contract**

1 a. Photographer’s Responsibilities. KT Photography (“Photographer”) hereby agrees to perform photographic services for Client at the Event specified above in a professional, workman like manner according to the prevailing standards in the industry (“Services”). Photographer may employ one or more assistants. Photographer is not responsible for the impact on the final product of any interference caused by guests or other vendors at the Event. Photographer will make every effort to obtain, but cannot guarantee delivery of, any specific images requested by client because of Photographer’s lack of control over the Event, its participants, weather, and any rules or restrictions of the venue or official conducting the Event.

1. b. If Photographer is exposed to (i) unsafe conditions, or (ii) objectionable or illegal acts at the Event, Photographer reserves the right to take reasonable action to remedy such a situation, including but not limited to leaving the Event. In such event, Photographer shall not be obligated to refund any of the fees paid by Client because of such action.

2.Retainer/Payment. A non-refundable retainer of £100 (that shall be applied toward the total fee for the services and will be set out in the Payment Schedule) is due upon execution of this agreement, at which time Photographer commits to being available to Client on that date (subject to non-payment, reasonable emergencies and force majeure events, see Section 10). Remaining payments of the balance is due by one calendar month prior to event. In the event that Client fails to remit payment as specified, Photographer shall have the right to immediately terminate this Agreement with no further obligation to refund money (including the aforementioned retainer), to attend the Event or to supply images.

3. Copyright. All photographs taken by Photographer at the Event, in whatever form, are copyright protected. Photographer will allow reproduction and publishing for personal use (e.g. wall hangings at home, Facebook, blogs), but any sale or publication for profit without Photographer’s express written permission is a violation of federal copyright law. Photographer retains Copyright in all images taken at the Event. This clause shall survive the Term.

4. Term. The term of this Agreement shall commence upon the execution of this Agreement and shall terminate upon Photographer’s delivery of the final product to the Client, unless terminated earlier as provided herein.

5. Event Changes. Photographer must be notified immediately of any changes in schedule or location, at least 7 Days in advance of the scheduled Event date. If Client notifies Photographer by phone, a written (i.e. email) confirmation must be sent within 2 days of such notification. If the date of the Event changes, and notice is not given the period specified above, then Photographer shall be entitled to the retainer amount as liquidated damages for having to reschedule the event. The retainer amount will need to be repaid upon booking the new date, subject to Photographer's availability.

6. Cancellation. If for any reason You cancel the booking, no further payment is due to Katie unless it is within 30 days of the proposed Wedding Date. In this case 100% of the overall fee will be due as compensation for loss of earnings. If the date of the wedding needs to be changed by the client, these conditions still apply unless Katie is willing and able to take the revised booking. The Deposit may then be transferred to the new date however it is non refundable.

7. Delivery Date. Please allow between 6 -12 weeks for post-production. Client is required to collect any physical final products from a Nottingham location organised between yourself and the Photographer. Products such as Albums, allow for up to 8 weeks for design and proofing. Delivery dates differ due to supplier demand however KT Photography will do their best to keep you informed.

8. Finishing time. The Photographer has a job end time strictly of 8PM, it is advised that the Client organises activities bearing this in mind. Should the event require Katie to stay beyond this time, a fee of £100 per hour will be charged, subject to availability, invoiced after the event. Any additional images taken will not be deliverable until this fee is paid.

9. Model Release. Client hereby agrees that Photographer may reproduce, publish, exhibit, and otherwise use images from the Event for instructional or marketing purposes without payment of any additional fee, provided there is no specific identification of persons or events appearing in the images.

10. Force Majeure. If Photographer is unable to attend Event due to fire, flood, casualty, strike, pandemic (including Covid-19), civil disturbance, war, terrorism, Photographer’s sickness, or other acts of God beyond the parties’ control, then Photographer shall return all money paid by Client (including any retainer), and this Agreement shall immediately terminate Indemnification. Client hereby acknowledges that Photographer may be limited by the guidelines or rules of the official performing the ceremony or the venue, and to hold Photographer harmless for the impact such restrictions may have on the final product.

Client understands that Photographer works to maintain a safe work environment, including but not limited to, complying with applicable governmental laws, directives, orders, and regulations (each a “Governmental Order”). Client further understands and agrees that Photographer shall not be required to perform under this Agreement if the Event is held in violation of a Governmental Order or Photographer’s participation in the Event would violate a Governmental Order. Client also understands and agrees that Photographer is not obligated to continue to perform under this Agreement if Photographer’s personal safety or well-being has been or will be comprised or threatened at the Event, including, but not limited to, as a result of the condition of the venue for the Event, or the conduct of an attendee of the Event.

If Client requires to move their wedding date due to Covid-19, they must inform Photographer as soon as possible. Date changes are available under these circumstances once when available. The retainer fee remains non-refundable. Subject to photographers availability. Should the client need to cancel, please refer to clause 6.

11. Limitation of liability. Photographer's entire liability for any claim, loss, damage, or injury arising under or relating to this agreement is limited to the fees paid by client for the services. In no event shall photographer be liable for special, incidental, consequential, or punitive damages, even if client informs photographer of circumstances that would give rise to such damages.

12. Event Meals. We ask Kindly that the client shall arrange with the caterer for meals to be provided to Photographer and 1 assistant (if applicable).

13. Schedule. The Photographer will do their best to achieve all photographic 'goals', please note that all priority group photographs and couple portrait sessions must be completed prior to the sit-down meal.

14. Waiver/Miscellaneous. This Agreement represents the complete and entire agreement of the parties with respect to the subject matter herein, notwithstanding any oral or written representations to the contrary made before, during, or after its execution. Any amendments to this Agreement shall only be effective if made in writing that is executed by both parties hereto.

15. Protection of Deliverables/Retention of Files. Photographer shall take all reasonable steps to protect the images that are recorded at the Event until such time as the product is delivered to Client. Once the Album has been delivered, Photographer shall have no further obligation to preserve the images of the Event, regardless of the form of media in which they are stored.

These terms (1-15) are thereby accepted by the clients:

**PLEASE PRINT SIGN IN CAPS BELOW:**

**Client 1 Full Name:**

**Signed:**

**Client 2 Full Name:**

**Signed:**