



Wedding Photography Contract

A. Wedding Date.....

B. The Bride

Name.....

Address.....

City..... State ..... Zip .....

Phone ..... Email.....

C. the Groom

Name.....

Address.....

City..... State ..... Zip .....

Phone ..... Email.....

D. Signature

The parties have read all pages of this contract and agree to all of the terms and conditions.

Bride.....

Date.....

Groom.....

Date.....

Sara Lionberger.....

Date.....

Photography to start at .....& finish at .....

Ceremony Located: ..... Time:.....

Reception Located: .....

How many bridesmaids/groomsmen? .....

How many in each immediate family of the bride and groom?  
.....

Any "special" notes about family? i.e. divorced, ect? .....

**E. Services and Products**

Product or Service	Description	\$
Package Selected		
Additional Proof Book		
High Resolution Digital Negatives		
Thank you Note cards		
Travel (Mileage .69/mile)		
Parent Snapbook Albums		

Will a meal be provided for a crew of two on premise or should we plan on eating off premise?

On Premise Meal Provided

Off Premise No Meal Provided

**F. Payment Info**

Subtotal	
Total	
Less Deposit	
Less Payment Paid	
Less Payment Paid	
Paid in Full	

## G. Terms and conditions

This photography contract is between Lionberger Photography (hereinafter "Lionberger Photography" or "Photographer") and .....(hereinafter "Client") relating to their wedding that will take place in ..... on .....

### 1. Exclusive Photographer

Lionberger Photography shall be the exclusive photographer retained by the Client for the purpose of photographing the wedding day. Family and friends will be permitted to photograph at the wedding as long as they do not interfere with our duties. Other photography or videotaping during the formal photography session is allowed only with Photographer's permission. The Photographer reserves the right to ask any individual not to photograph during the formal session if it interferes with the Photographer.

### 2. Retainer and Payment

The Client shall pay a retainer of half of the total package price chosen to secure the services and product specified herein. Upon signing this contract the amount of the retainer shall be applied to reduce the total balance of the package. The final balance must be paid in full no later than 10 days prior to the event. Failure to meet payment deadlines will result in forfeiture of a contract and Lionberger Photography will be under no further obligation to the client.

### 3. Cancellation or Postponement

If the client should cancel the event for any reason thirty (30) or more calendar days before the wedding date, deposit paid to the Photographer shall be refunded to client minus \$200 which will be retained by photographer. If canceling this contract the Client must notify the Photographer in writing. To consider a date change, the Photographer must first receive a written release of the current contracted date, which will null and void this written contract. If the Client needs to change the event date all monies paid will transfer to the new date per a newly written and signed contract IF that date is available for the Photographer. The new date must be within six months of the original date or the new contract will be subject to the Photographer's current rates. If the new date is unavailable with the Photographer the contract will be canceled and the retainer will not be refunded.

### 4. Photographic Materials

All Photographic materials, including but not limited to the digital files, shall remain the exclusive property of Lionberger Photography. If an agreement is reached between the two parties to purchase the digital files, we reserve the right to still maintain possession of our own original set of files. If digital files are purchased, Lionberger Photography will release copyright to all images from event.

## 5. Copyright and Reproductions

Lionberger Photography shall own the copyright for all images created at the event and shall have exclusive right to make reproductions. Lionberger Photography shall only make reproductions for the Client or for the Photographer's portfolio, studio samples, self promotions, entry in photographic contests or exhibitions, instructional purposes, editorial use, or for within or on the outside of Lionberger Photography studio. Any such use will be judicious and consistent with the highest standards of taste and judgment. If the Photographer desires to use images for uses other than those specified above, Lionberger Photography shall not do so without first obtaining written permission from the Client.

## 6. Client Usage

The Client is obtaining photographs for personal use and shall not sell prints or authorize any reproductions by parties other than Lionberger Photography. If the Client is obtaining a print for a newspaper announcement of the wedding, Lionberger Photography authorizes the Client to reproduce the print in this manner. In such event, the Client shall request that the newspaper run a credit to "Lionberger Photography" with the image, but shall have no liability if the newspaper refuses or omits to do so. It is a violation of federal copyright law to allow photographs taken by Lionberger Photography to be reproduced or altered in any manner including but not limited to electronic scanning via personal scanner, "screen capturing," or reproduction via photo lab or self-service kiosk.

## 7. Failure to Perform

If the Photographer cannot perform this agreement due to fire, casualty, act of God, illness, or any other cause beyond the control of the Photographer then Lionberger Photography shall return all monies paid and shall have no further liability with respect to this contract. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or memory card malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event that Lionberger Photography fails to perform for any other reason, Lionberger Photography shall not be liable for any amount in excess of the value of the Client's package.

## 8. Photographer Substitution

In the extreme unlikely even of severe personal illness or other extreme Acts of Nature beyond the control of Lionberger Photography which precludes the Photographer from performing the duties of coverage, Lionberger Photography will attempt to arrange for a substitution of high qualification, per Client approval of said photographer. The Client and Lionberger Photography both assume the risks and dangers of the photographer's travel and if the extremely unlikely event that a last-minute Act of Nature or travel disaster occurs while Lionberger Photography is en route to the event the Photographer will refund the client all monies paid, less the retainer.

## 9. Inherent Qualities

The Client is aware that color dyes in printed photographic materials may fade or discolor over time due to the inherent qualities of the dyes and chemicals. The Client releases Lionberger Photography from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

## 10. Standard Price List

The charges in this contract are based on Lionberger Photography's standard price list. This price list is adjusted periodically and any future orders or additions to this contract shall be charged at the prices in effect at the time when the order is placed or change requested. Album and print orders require full payment in advance.

## 11. Proofs and Custom Prints

Proof images are individually edited for color correction, contrast adjustments, tonal adjustments, and conversion to black and white (if applicable). The proof images are used for the proof books, online proofing, digital negatives, DVD's, brag books. The custom print includes a variety of techniques to create the Photographer's interpretation perfect print. Steps taken may include and are not limited to: realistic retouching, blemish removal, selective toning of colors, tonal adjustments and color enhancements, removal of distracting elements, ect. Custom prints are included in wedding albums, custom books, and custom prints and enlargements.

## 12. Officiant and Venue Restrictions

The Photographer may be necessarily limited by the guidelines or rules of the ceremony official, ceremony venue, or reception venue. Client understands and agrees that Lionberger Photography will abide by such rules that they are outside the control of Lionberger Photography. The Client agrees to hold Lionberger Photography harmless for the impact such guidelines or rules may have on the resulting photographs.

## 13. Requested Photos

While Lionberger Photography will make every reasonable effort to take specifically requested photos, the Client understands that a wedding is an uncontrolled event and that due to the varieties of the weather, available light, and willingness or availability of subjects, Lionberger Photography cannot guarantee that any particular requested photo will be taken.

## 14. Artistic License

Lionberger Photography shall be granted full artistic license in relation to the poses photographed and the locations used. The Photographer will not be held responsible for the lack of coverage caused for the following reasons: The Bride, Groom or wedding party not being on time, members of the wedding party or family are unavailable when called on for a posed photograph, if the wedding is running late or if restrictions regarding photography at the desired location of the wedding are in force. The Client understands that Lionberger Photography does not photograph from a "shot list" throughout the wedding day. The hallmark of Lionberger Photography's photographic approach is non-posed, journalistic coverage of actions in real time. Long lists and frequent request for posed photographs by the Client or wedding attendees reduce the capability to explore and obtain photographs of genuinely occurring moments. The Client acknowledges that they have been shown a complete set of wedding images and they understand that Lionberger Photography will produce images of like quality and style from their wedding.

#### 15. Event Food Service

Client agrees to provide as a minimum one half-hour break during the reception coverage to provide Lionberger Photography's crew the opportunity to eat. If Lionberger Photography has to leave the premise to eat, then Lionberger Photography is not responsible for any events missed. (A meal is required for Lionberger Photography team for events 6 hours or longer.)

#### 16. Insurance

Lionberger Photography maintains business liability insurance with Cameron Mutual Insurance to protect the Client from claims by the property owner for accidental damage the Photographer and staff may cause. Certification of insurance is available upon request.

#### 17. Parking

Client agrees to provide parking near the wedding and reception site. If any costs are associated with parking, then Client will incur them.

#### 18. Mileage

Mileage will be billed on any travel outside the Wellsville, Middletown, and Montgomery City area at the rate of 69 cents per mile. Mileage estimates will be given, however any additional mileage accrued should be paid for the day of.

#### 19. Additional Time Request

Extra hours may be purchased at the discretion and availability of the photographer. The photographer reserves the right to deny any last-minute requests for extra time. All requests for extra time must be made in advance and are billed at a rate of \$25 per quarter hour.

#### 20. Miscellaneous

This contract incorporates the entire understanding of both parties. Any modifications to the contract must be in writing and signed by both parties. No verbal representations are binding upon the parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provisions of this Agreement. In the event attorney's fees are incurred by Lionberger Photography to enforce its rights under this agreement, the Client shall pay all cost and reasonable attorney's fees incurred by Lionberger Photography. Any adjustments to this contract cannot reduce the total overall dollar value. This contract shall be governed by the laws of the State of Missouri.