



smilebigphoto.com | smilebigphotographer@gmail.com | (201) 428-8782 | Maitland, FL

Wedding Photography Agreement

Purchaser Info:

I am the: (circle one)

Bride, Groom, Parent of Bride, Parent of Groom, Other

Name:

Email:

Phone: (____) ____ - ____

Event Details:

Wedding Date: _____

Ceremony Location:

Reception Location:

Rehearsal Date/Time: _____

Your wedding theme & dress code:

What are your colors:

Does your ceremony or reception take place outdoors?

(Yes / No)

How many people are in the wedding party? _____

About how many guests?

Bride's Info:

Name:

Email:

Phone: (____) ____ - ____

Groom's Info:

Name:

Email:

Phone #: (____) ____ - ____

Purchaser's Concerns:

PACKAGE OPTIONS:

- ☐ **PLATINUM PACKAGE | \$3,500**
- ✕ Full wedding day coverage (up to 12 hours)
 - ✕ Unlimited locations
 - ✕ 2 photographers
 - ✕ Engagement Session
 - ✕ Engagement Book
 - ✕ Wedding Book
 - ✕ Online Gallery
 - ✕ Professional artistic editing
 - ✕ High Resolution digital files

- ☐ **GOLD PACKAGE | \$2,500**
- ✕ 8 hours of wedding day coverage
 - ✕ Unlimited locations
 - ✕ 2 photographers
 - ✕ Engagement Session
 - ✕ Engagement Book
 - ✕ Wedding Book
 - ✕ Online Gallery
 - ✕ Professional artistic editing
 - ✕ High Resolution digital files

- ☐ **SILVER PACKAGE | \$1,500**
- ✕ 6 hours of wedding day coverage
 - ✕ Unlimited locations
 - ✕ 1 photographer
 - ✕ Engagement Session
 - ✕ Wedding Book
 - ✕ Online Gallery
 - ✕ Professional artistic editing
 - ✕ High Resolution digital files

- ☐ **BRONZE PACKAGE | \$950**
- ✕ 4 hours of wedding day coverage
 - ✕ Unlimited locations
 - ✕ 1 photographer
 - ✕ Online Gallery
 - ✕ Professional artistic editing
 - ✕ High Resolution digital files

- ☐ **CUSTOM PACKAGE | \$ _____**
- ✕ _____
 - ✕ _____
 - ✕ _____
 - ✕ _____

How would you like to receive your digital images?

- ☐ Mailed USB flash drive
- ☐ Instant download

ADD ONS:

Additional Photography Services:

- ☐ Rehearsal Dinner - \$200
- ☐ Fashion Bridal Session - \$350
- ☐ Boudoir Session - \$350

Album Upgrade Options

Every wedding comes with a beautiful premium hardcover photo book at no additional cost. They are your choice of 8.5x8.5 square or 8.5x11 vertical and feature a linen cover, personalized book jacket, and up to 150 matte finish pages. However, some couples wish to upgrade their book to a luxurious flush mount album. The flush mount albums feature a custom photo & leather combo cover. There are interior spreads and they are mounted to thick composite for durable no-bend pages.

- ☐ No thank you
- ☐ 12 x 12 - \$750
- ☐ 10 x 10 - \$600
- ☐ 8 x 8 - \$450

Parent Albums - \$200

A duplicate copy of your included wedding book. How many? ____

Engagement Sign In Book

This Photo Book is created with photos from your engagement session on lay flat luster photo paper, with room for guests to sign in on your wedding day. This book definitely beats the boring sign-in book! Your choice of 10 x 10 square or 8 x 12 vertical.

- ☐ No thank you
- ☐ 8 x 12 Vertical - \$300
- ☐ 10 x 10 Square - \$300

TOTALS:

Please add all package options and add ons for total:

\$ _____

DO YOU QUALIFY FOR A DISCOUNT?

Check all that apply (not applicable for Bronze and Silver Packages)

- ☐ Winter Weddings \$100 OFF
Any wedding during the months of December - March.
- ☐ First Look \$50 OFF
Have a special first sight with your sweetie before the ceremony to maximize photo opportunities.
- ☐ Outdoor Wedding \$100 OFF
Weddings with ceremony and/or reception held outside.

Adjusted Total (subtract discount): \$ _____

- \$500 Deposit

Remaining Payment: \$ _____

Due no later than 10 days before wedding

TERMS & CONDITIONS (continued)

1. **Parties.** Bride and Groom listed above, or a 3rd party acting as the purchaser of stated services are hereinafter collectively referred to as "Client." Brittany Bays is hereinafter referred to as "Photographer." Photographer is in the business of providing professional wedding photography services and products and Client wishes to retain Photographer's services on the Wedding Date set forth in this agreement.
2. **Photography Services + Products Purchased.** The Photographer agrees to provide the services and products included in the selected package, and the Client agrees to retain Photographer and to purchase, Photographer's listed package price.
3. **Amount Due.** Client agrees to pay a \$500 non-refundable deposit at this time and the remaining package amount is due no later than 10 days before the event date.
4. **Payment Schedule.** The total amount owed is due in 2 installments as follows: (i) A retainer/deposit of \$500 is due at time of booking and execution of this Agreement to reserve the Wedding Date on the Photographer's calendar. Client has 10 days after receiving agreement to pay retainer fee before photographer will no longer hold the aforementioned date. (ii) A second payment of the remaining balance is due 10 days prior to the wedding date. The deposit is nonrefundable.
5. **Late Fees.** If Client is paying by check or by other means, any payment that is not received by each due date set forth in Paragraph 4, will result in a \$35 late fee that will be assessed and added to the balance due from Client. Any bounced checks will result in a \$35 fee added to the balance due from Client.
6. **Reschedule.** If the Client reschedules the wedding and the Photographer has the new date available, all money paid up until that point shall be transferred to the new date and the parties shall revise this Agreement accordingly to indicate the new Wedding Date. If Photographer is unavailable on the new date, it will be treated as a cancellation, discussed below.
7. **Cancellation.** If the Client cancels the wedding or Photographer's services 90 days or more before the wedding, then any amounts paid will be refunded to Client, except for the deposit, which is nonrefundable. If the Client cancels the wedding or Photographer's services 89 days or less prior to the date of the wedding, the deposit plus any other amounts paid are nonrefundable, as Photographer is unlikely to book a wedding so close to the date.
8. **Consultation + Cooperation.** Client and Photographer agree that it is imperative to engage in open and timely communication with each other about the plans, schedule and timeline of the wedding day events to ensure that expectations are understood, and realistic and so Photographer can perform to the best of his/her ability to provide the services as understood by both parties. Therefore, Client agrees to meet with Photographer at a pre-consultation meeting 1-3 week prior to the Wedding Date to discuss the specifics of the wedding day. No later than the date of this meeting, Client is responsible for providing to Photographer a written shot request list of the groupings of people and/or specific photographs Client would like Photographer to attempt to take during the wedding day. Client and Photographer will discuss this list in detail so that both parties understand what is realistic based on the scheduling and timeline of the wedding day events. However, Client understands and agrees that Photographer does not guarantee that all of the photographs on the written shot request list will be taken at the wedding, just that Photographer will make a reasonable attempt to capture the photographs as requested and agreed upon between the parties. Client is also responsible for providing to Photographer a schedule and timeline of the wedding day events and, together, the Photographer and Client will finalize the time for the first look, if applicable, formal portraits and any other specifics as discussed and agreed. Client understands and agrees that the schedule of the wedding day is imperative for Photographer to have adequate time to capture the images as discussed and Photographer is not liable for missed photographs due to anyone's tardiness or absence for any reason, including the bride, groom, their families, or any member of the wedding party.
9. **Exclusive Photographer.** Photographer will be the exclusive photographer on the day of the wedding, except for Photographer's second shooter, if applicable. Family and friends may also take photographs during the wedding, but they may not interfere with Photographer's work. Client agrees that Photographer may ask guests to refrain from taking photographs at any time during the wedding day to prevent interference with Photographer's work.
10. **Meal.** If the total wedding day coverage exceeds 5 hours, Client agrees to provide Photographer, and Photographer's second shooter if applicable, with a meal at the reception to be served immediately after the immediate family is served. Client understands and agrees that the timing is important so that the Photographer can continue photographing the wedding as discussed and agreed upon. It is Client's responsibility to include the Photographer, and Photographer's second shooter if applicable, in the final catering count.

TERMS & CONDITIONS (continued)

11. **Proofing + Ordering.** Up to 90 days after your event, approximately 300 - 600 custom-edited proofs will be available for viewing in an online gallery and delivery of data USB flash drives will be delivered at that time. The online gallery will be available for 12 months from the date of the first publication, within which all orders must be placed. Client agrees and understands that Photographer, in her sole artistic discretion, decides which images taken during the session or event will be edited and presented in the Client's gallery; not all images taken during the session will be presented to the Client.
12. **Albums/Delivery.** If Client is ordering an album or if an album is included in Client's package, Photographer will email proofs of the album layout and design to client between 30 - 60 days after Photographer makes the online gallery available. Client will have the ability to make 4 number of changes to the proofed layout. The album will be available for pick up or delivery to Client within 2-3 weeks after Client has signed off on the proofed layout. Photographer is not liable for mistakes or delays in creating or delivering of the album caused by the lab or company producing the album. If Client wishes to make changes or place a reorder after Client has already signed off on the proofs, then all changes and reorders will be at the Client's full expense.
13. **Editing.** Client agrees and understands that Photographer edits the proofs at his/her own artistic discretion, and said editing is included in the package fee. Additional heavy editing, such as removing glare on eyeglasses, braces, acne, or weight reduction, will be charged at any extra rate of \$30 per image.
14. **Refunds.** Due to the custom nature of prints and photographic art products, all purchased products cannot be returned and all money paid is nonrefundable.
15. **Archive and Storage.** The Photographer archives all proofed images from each session for a period of 1 year from the date of the session/wedding. After that time, the Photographer deletes all proofed images from his/her hard drive and all external hard drives. The Photographer is not responsible for digital files once they are purchased and received by the Client. The Client is responsible for making electronic back-up copies of any digital files that are purchased from the Photographer and for keeping them in a safe place.
16. **Force Majeure.** Photographer will not be liable to the Client for any loss resulting from an act of God, natural disaster (including but not limited to fire, earthquake, storm, hurricane, flood, lightning, tornado), an accident of any kind, an act of the public enemy, war, general arrest or restraint of government and people, civil disturbance or similar occurrence, terrorist attack, general disruption of the Internet, or general inability of national carriers to make scheduled deliveries.
17. **Limitation of Liability.** If Photographer fails to provide the services hereunder due to reasons other than those listed in Paragraph 16 herein, Client's recovery and Photographer's liability is limited to the total amount paid from Client to Photographer under this Agreement and Photographer will have no further liability to Client, regardless of the total amount of costs or damages claimed by Client. Client's recovery is also limited to the total amount paid from Client to Photographer under this Agreement in a situation where the digital files or film negatives are lost or damaged through camera malfunction, where Photographer's camera(s), memory cards or film negatives are stolen, or where Photographer's equipment is otherwise lost or damaged. If only a portion of images are lost, stolen or damaged, refund to client will be in reasonable proportion to the amount of lost files.
18. **Assumption of Risk; Release of Photographer.** Client is responsible for and assumes the risk of injury to Client throughout the wedding day coverage. EXCEPT AS SET FORTH IN PARAGRAPH 17, CLIENT, THEIR HEIRS, ASSIGNS AND NEXT OF KIN, AGREE TO FULLY RELEASE PHOTOGRAPHER, AND PHOTOGRAPHER'S EMPLOYEES AND INDEPENDENT CONTRACTORS FROM ANY AND ALL LIABILITY, CLAIMS AND/OR LITIGATION OR OTHER ACTIONS THAT CLIENT MAY HAVE FOR INJURIES, DISABILITY, OR DEATH OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT, CONTRACT, BREACH OF WARRANTY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE PHOTOGRAPHER, PHOTOGRAPHER'S EMPLOYEES OR INDEPENDENT CONTRACTORS.
19. **Substitute Photographer.** If Photographer suffers from any illness or emergency, every effort will be made to secure the services of a new professional photographer to cover the event. If a second shooter is already booked for the event they will become the main photographer and an effort will be made to secure a new second photographer. In the event that no photographer can be booked, all money paid will be refunded.
20. **Model Release.** Client hereby grants to Photographer and her legal representatives, heirs, and assigns, the irrevocable and unrestricted right to use and publish photographs of Client and Client's likeness for marketing, advertising, portfolio, website, commercial use, and other purposes, in any manner and to edit and alter the same without restriction. Client hereby releases Photographer and her legal representatives, heirs and assigns from any and all claims and liability relating to the photographs.

TERMS & CONDITIONS (continued)

21. **Copyright.** Client understands that Photographer is the sole and exclusive holder and owner of the copyright of each image taken during the services provided under this Agreement and Client will not copy (including electronic copying, downloading, and screen printing), scan, edit, crop, or alter the images in any manner for any purpose. Photographer retains all rights to the images, including but not limited to, the right to sell, copy, display, and/or publish any and all images, for any reasons, including but not limited to marketing, advertising, print competitions, and for use on Photographer's website and portfolio. Copyright protection is governed by federal law and all violators will be punished to the fullest extent of the law permitted.
22. **Client Usage; Personal Use Only.** Client understands that he/she is obtaining prints and/or digital files (or other products) for Client's personal use only. Client agrees that he/she will not use any of the images from the wedding for commercial reasons, including but not limited to marketing, advertising or entering the images into a contest of any kind. If Client wishes to use any of the images from the wedding for commercial purposes, Client must contact Photographer to discuss the terms of a potential commercial arrangement, though Photographer is under no obligation to enter into any commercial arrangement.
23. **Entire Agreement; Amendments.** This Agreement is the entire agreement between the parties regarding this subject matter and supersedes all prior agreements and understandings related hereto. This Agreement can only be amended or modified in a writing signed by both parties, including any rescheduling or cancellations.
24. **Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
25. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Kentucky, without giving effect to the principals of conflicts of law. The parties consent to jurisdiction and venue in the state and federal courts located in the State of Kentucky.
26. **Counterparts; Electronic Signatures.** This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all signatures together shall constitute one and the same agreement. This Agreement may be signed via email or other electronic means, any of which will be fully binding as an original signature.

WHEREFORE, the parties execute this Agreement on the date first written below.

"PHOTOGRAPHER"

Marina Youssef



"CLIENT"

Bride signature: _____

Date: _____

Groom signature: _____

Date: _____

Purchaser's signature: _____

Date: _____

- ☐ The undersigned have read and understand the above contract and agree to the terms and conditions in their entirety.