## V2Gphotography



42 Rowland Avenue — Clifton, New Jersey 07012

Photography Package:

## WEDDING PHOTOGRAPHY CONTRACT Wedding Date: \_\_\_\_\_ Preferred Contact's Name: Preferred Contact's Phone: Preferred Contact's Address: Preferred Contact's Email: \_\_\_\_\_ Time of Wedding: Arrival Time of Photographer: Reception Location: Pre-wedding Location:

| Price agreed upon:  |
|---|
| A deposit of 50% is due at the time of booking.   |
| Deposit Amount:   |
| Deposit Paid:   |
| Date:   |
| The remaining 50% of the balance is due on the day of the wedding unless agreed upon before the date of the wedding.  |
| Additional Expenses:  |
| Travel:   |
| Extra Time:   |
| Additional Photographers:   |
| Wedding package services included for the fee stated above:   |
| ENTIRE AGREEMENT: This agreement contains the entire understanding between  V2Gphotography and It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.   |
| 2. RESERVATION: Upon your signature and deposit, <b>V2Gphotography</b> will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of 50% is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding photography package. |
| 3. CANCELLATION: In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the deposit will be forfeit. <b>V2gphotography</b> agrees to refund all <u>additional</u> paid money (travel costs, tickets, etc), to THE CLIENT.  |
| 4. PRE-EVENT CONSULTATION: If requested, the parties agree to a pre-event consultation before the wedding date in order to finalize the actual shooting times and locations.  |

- 5. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. **V2Gphotography** is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to **V2Gphotography**.
- 6. SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and **V2Gphotography** agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, **V2Gphotography** will not be held liable for any photographs not taken.
- 7. HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility **V2Gphotography** will offer technical recommendations only.
- 8. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by **V2Gphotography** are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without **V2Gphotography**'s explicit written permission. Upon final payment by THE CLIENT, shared copyright ownership of the resulting images will be transferred to THE CLIENT under the following conditions:
- : The negatives and/or slides are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.
- : **V2Gphotography** will have exclusive rights to reproduce, post, and share photographs for means of professional promotion, without the written permission of THE CLIENT.

MODEL RELEASE: THE CLIENT hereby assigns and grants **V2Gphotography** and its legal representatives the irrevocable and unrestricted right to use and publish photographs of THE CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases **V2Gphotography** and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that **V2Gphotography** may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, Facebook/Instagram, magazine advertising and any other purpose thought proper by **V2Gphotography**.

EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that **V2Gphotography** will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may ruin

shots taken by **V2Gphotography**. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography is not encouraged. **V2Gphotography** will allow guests to take snapshots during the processional and recessional, during candid events at the church/mosque/center, and at the altar/stage during the time **V2Gphotography's** equipment is being packed up. In return for this consideration **V2Gphotography** insists no other guest photography take place when or where **V2Gphotography** is working.

GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

**V2Gphotography** will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

- 9. PAYMENTS: THE CLIENT agrees that 50% deposit is required at the time of contract acceptance and 100% of the remaining balance is due on the day of the wedding unless agreed upon above.
- 10. METHOD OF REMUNERATION: Payment may be made in cash or check to:

Dwayne Sheppard

V2Gphotography

42 Rowland Avenue

Clifton, New Jersey 07012

PROOF OF PAYMENT TO BE PROVIDED ON REQUEST

11. PURCHASE OF DIGITAL NEGATIVES: copies of the digital negatives are included in each of the packages, but if THE CLIENT requests more copies via flash drives or SD cards, they can be purchased for \$30 per copy. Digital links will be provided to clients for download and/or sharing via (Google Drive, Dropbox, or Wetransfer)

- 12. RIGHT OF WITHDRAWAL: **V2Gphotography**'s discovery of new information, changes to agreed circumstances, or other factors, which tend to circumvent its policies, may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should **V2Gphotography** initiate the withdrawal, all fees will be returned or a suited replacement will be provided for the day of services; pending THE CLIENT's acceptance of replacement photographer(s).
- 13. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. **V2Gphotography** will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package.

**V2Gphotography** takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond **V2Gphotography** control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

- 14. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, **V2Gphotography** cannot place an unconditional guarantee on the above. **V2Gphotography** will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of **V2Gphotography's** control.
- 15. PERFORMANCE: The performance of this contract on behalf of **V2Gphotography** shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.
- 16. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.
- 17. AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and "**V2Gphotography**" at the time of acceptance of this contract shall be recognized as amendments to this contract.

18. PROFESSIONAL IMAGE MANIPULATION: V2Gphotography will allow for limited professional image manipulation (if technically possible) on any images of V2Gphotography 's choice. This includes, red eye removal, color correction, special effects, etc. I have read and understood the terms above. I hereby agree to the terms of this agreement. Signed \_\_\_\_\_\_ (CLIENT RESPONSIBLE FOR PAYMENT) Signed \_\_\_\_\_(Witness) Signed (on behalf of V2Gphotography) Date \_\_\_\_\_