



Herbert Photography Wedding Agreement

Contract: _____ (hereafter referred to as “Client.”) have retained Herbert Photography (hereafter referred to as “Photographer”) for the following service: Wedding Day Photography (Premium Package) to be rendered on _____, __, 202___. The Photographer will provide 8 hours of photography coverage, commencing from the Photographer’s arrival to the venue.

Financial: Client agrees to pay Herbert Photography **\$1200.00 USD**. This investment includes 8 hours of wedding photography coverage and approximately 500 edited digital images. This package includes an Engagement Session which is to be scheduled and rendered at least 30 days before _____, __, 202__. Payment may be made with cash, personal check, or cashier’s check. A credit card may be used but will incur an additional 3% processing fee. A **\$200.00 USD** non refundable deposit is required to secure the retention of the Photographer for the wedding date (_____, __, 202__).

Style: Client acknowledges the Photographer cannot guarantee any shots throughout the day (such as but not limited to: formals, first kiss, first look, bouquet toss, etc.) but will attempt, to the best of her ability, to achieve those shots. Client also acknowledges that the Photographer is using her artistic discretion to create photographs as the Photographer sees fit. Photographer retains the right to refuse to take, edit, or otherwise create images contrary to their photographic style, religious beliefs, and images that are inappropriate in nature, including but not limited to: (sexually suggestive poses, crude gestures, etc). Every effort will be made to assure satisfaction according to the Photographer’s professional standards, however, the Photographer is not responsible for subjective and artistic interpretations of photography.

Retainer and Payment: Client shall reserve the time and date of services by signing and returning this contract along with a non-refundable, non-transferable reservation retainer equal to **\$200.00 USD**. This amount will be applied to the total cost of services. No date is reserved until the contract and retainer are received. The balance due for the photography services must be paid in full no less than 30 days prior to wedding. Photographer is not responsible for reminding the Client of due payment(s). If Client fails to render payment as specified, the Photographer shall reserve the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend this event. Returned checks will be assessed a **\$100.00 USD** non-sufficient funds fee, and all future purchases/payments must be paid by cash or Cashiers Check.

Pricing: Services or merchandise (add-on sessions, albums, frames, etc.) not included in this initial contract will be sold at the current pricing when the order is placed. All prices are subject to change at any time without notice.

Destination Weddings and Travel Expenses: Travel expenses will be incurred for any event 50 miles out of Clarks Summit, PA. Client agrees to pay the travel fee agreed upon in this contract. Travel fees may include but are not limited to: gas, mileage, airline tickets, hotel, rental car, etc. These expenses will be further outlined on an addendum if necessary.

Cancellation: If for any reason Client cancels this contract before the wedding, Photographer will retain the deposit. Cancellation must be made in writing and signed by the contracted party.

Reschedule: In the event that Client reschedules the wedding, Photographer may apply the retained deposit towards the new event as a one-time courtesy as long as Photographer is available for the new date. Photography credits may only be used for the couple under contract for a marriage to each other and is non-transferrable. A new contract will be required. The new package price will reflect pricing in effect when the date change occurs. Credits are not redeemable for cash. If the Photographer is unable to rebook the original for equal or greater value, all paid monies rendered will be forfeited by the Client and are non-refundable.

Emergencies: When a cancellation occurs within six months of the wedding due to an emergency such as serious injuries, serious illness or death to the signing parties to this agreement or their immediate families, Photographer retains the deposit but will return any of the remaining balance that has been paid. If the emergency is related to the Photographer, the deposit will be returned to the Client. Client, as well as the Photographer, must produce documentation in writing showing cause stating reason, relationship and have an excuse signed by an attending physician, charge nurse, or funeral director along with their contact information. For the purpose of this agreement immediate family will consist of parents, stepparents, brothers, sisters, spouse, children, and bride or groom. Either party, including the Photographer, may invoke this clause up to the commencement of the wedding ceremony.

Liability: If Photographer is unable to perform any or all of the duties herein for any reason, including but not limited to: fire, transportation problems, acts of God, accident, illness, theft, or technical problems, and if he/she cannot provide another competent professional, all money received by Photographer, minus expenses or work already completed, will be returned to Client, and Photographer shall have no further liability with respect to this agreement. This limitation of liability also applies to any loss/damage of photographs or failure to deliver photographs for any reason. Liability for a partial loss of photographs shall be pro-rated based on the percentage of total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the

total monies paid by under this Agreement during the time preceding the date on which such liability arises.

Damage to Equipment: If any of the wedding guests damage any of Photographer's equipment, it is up to the Client to replace equipment within 7 days of the ceremony.

Responsibilities: It is understood that Herbert Photography shall be the exclusive photographer retained for the event. Photographer may bring an assistant at their discretion. Videographers and other vendors as well as semi-professional photographers must not obstruct or interfere with the official photography and are not allowed to take any still photos during formal sessions, including but not limited to: Family, Wedding Party, and Couple Formals. Wedding guests may take photos, but it is the responsibility of the Client's designee to prevent family and friends from interfering with Photographer's duties. Guests will be asked to refrain from taking flash photographs at certain intervals of wedding services to ensure proper exposure of images. Photographer is not responsible for compromised coverage due to causes beyond their control, such as other people's camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for wardrobe malfunctions or physical appearances. Photographer reserves the right to refuse to take equipment out in the rain/snow and in or near water. Photographer is not responsible for any damage or injuries that may be sustained due to but not limited to: photos taken in or near water. Photographer is not responsible for existing backgrounds or poor lighting conditions (which may negatively impact or restrict the photography coverage). Maximum light is suggested for best results indoors for ceremonies, formals, and receptions. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by email for documentation. If email is sent, confirmation of receipt must be obtained. Client agrees to confirm the schedule one week prior to the event.

Coverage: Photographer will provide coverage for the dates, locations and continuous hours specified in this Agreement. Coverage begins as soon as Photographer arrives at the photography location. Additional travel or coverage hours may be added by written agreement, no later than 30 days prior to the wedding and must be paid in full with the remaining balance. Photographer reserves the right to take on other commissions outside of the times specified in this contract. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied or requested photos will be used for organizational purposes only. While the Photographer will make every reasonable effort to take photos specifically requested by Client, Client understands that this is an uncontrolled event and that due to the variables of the weather, available light, time restrictions, willingness of subject, etc., Photographer cannot possible guarantee that all requested photos will be taken. Images determined by the photographer to be substandard or duplicated may be edited out. The Photographer will use their professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to Client.

Copyright: All photographs taken by Herbert Photography belong to Herbert Photography. Photographer asks, but does not require, that Client assign credit to Photographer when posting on social media pages, and asks that Client does not sell images. Client may not submit photographs to any editorial sites or magazine productions without proper credit to Photographer. Client may use photos for personal use (including: posting online, printing, creating wedding albums, etc.).

Model Release: This contract serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Herbert Photography. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. If the Client does not want their photographs used in any online publications (including photographer's social media accounts and website), it is up to the Client to relay this information to the Photographer within 30 days of the wedding.

Photo USB: Images are delivered in large JPEG format on a data USB. It is understood that the photographer will not distribute raw files or unedited images. Upon receipt of a photo DVD, Client accepts all responsibility for archiving and protecting the photographs. Photographer does not permanently archive image files. Photographer is not responsible for the lifespan of any digital media provided, or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required. Any problems with the USB must be reported within **30 days of receipt** in order to receive a replacement USB at no additional charge. Issues with USBs arising after the 30 days will be subject to a **\$100.00 USD** fee for a replacement USB.

Image Processing/Printing: High-resolution USB drives will be color images. Client may request further changes for an additional charge of \$75 per hour. Photographer is not responsible for any prints or related materials that are not ordered directly from Photographer. For best results, prints should be ordered through Photographer.

Photography Locations: Client is responsible to schedule, receive permission, and provide required payments and gratuities in order to use various locations for photography. They are responsible to arrange for backup photography locations in case of poor weather conditions including rain, wind, snow, etc.

Event Food Service: It is the Client's option to provide the Photographers a meal with assigned seating for events of five hours or longer. If no meal is provided, it is understood the Photographers will leave the event for a half hour for a meal break to be

taken at Photographers discretion. Meal breaks do not pause the consecutive wedding photography coverage. The Photographer is not responsible for any photos that may be missed while obtaining a meal.

Timeline and Gallery Delivery: The following are approximate dates.

1. BOOKING - Deposit and Photography Agreement received by the Photographer and / times are reserved.
2. 60 DAYS BEFORE THE WEDDING - Any remaining balance is due and final payments must be made.
3. 2 WEEKS BEFORE THE WEDDING - must contact the Photographer by phone to go over final photography details including getting ready addresses, photography locations, timeline for the wedding day, etc.
4. THE WEDDING DAY
5. 60 DAYS AFTER THE WEDDING - Photographer will have all images available on USB drive and sent to Client. The photographs delivered to Client are an expression of Photographers art and Photographer maintains final approval of photograph selection.

The undersigned agrees to the terms of this agreement.

I, _____, on this ____ day of _____, 2021, have read, understand and agree to the terms and conditions of this Agreement. Any person signing as below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Sabrina Herbert (Herbert Photography)