

Wedding Photography Contract Form – Mike Potts Photography  
PO Box 3821, Alice Springs, N.T. 0871  
Phone: 0417854621  
ABN: 90 216 621 413

Date of the Wedding \_\_\_\_\_

Location of the Wedding \_\_\_\_\_

Wedding photography starts at \_\_\_\_\_ and ends at \_\_\_\_\_

Any other events and locations of the events that need to be photographed:

\_\_\_\_\_

This wedding photography agreement is between Michael Potts and \_\_\_\_\_

The contact details of the client are given below.

Bride's name: \_\_\_\_\_

Bride's address: \_\_\_\_\_

Telephone no: \_\_\_\_\_

Email: \_\_\_\_\_

Groom's name: \_\_\_\_\_

Telephone no: \_\_\_\_\_

Email: \_\_\_\_\_

Wedding theme: Traditional/Formal/Informal/Casual \*cross out inapplicable themes

Wedding party attire: (describe bride, groom & wedding party attire)

\_\_\_\_\_

**Photography fee agreed to \_\_\_\_\_** (plus applicable taxes and expenses as detailed in this contract).

**A 10% deposit of \_\_\_\_\_** is due within 14 days of signing of this contract. **75%** of the wedding package must be paid prior to the day of the ceremony. The remaining balance must be paid within 28 days of your wedding day. **If your account is not paid in full within 28 days of your ceremony this will incur a late fee of 5% of your total agreed fee. For each month the account is not paid additional 5% late fees will be charged.**

**Expenses:** (The client is responsible for all travel, accommodation, meal and transport costs unless provided by the client). The agreed expenses fee is \_\_\_\_\_. This is to be paid in full prior to the wedding ceremony.

All chosen photographs, their respective sizes and quality are to be paid for in full before any order is processed. Photographic orders must be completed within 12 weeks of the date of the wedding.

Any post processing Photoshop digital retouching workflow is to be paid for in full prior to any such post processing workflow commencing. If applicable a separate contract for this work will be completed prior to such work commencing.

**WEDDING PACKAGE AND SERVICES INCLUDED IN THE PHOTOGRAPHY FEE ARE:**

\_\_\_\_\_ hours of photography, formal, group and candid images. \_\_\_\_\_ hours of RAW image processing.

Payment can be made via PayPal through the email address of [mikepottspography@westnet.com.au](mailto:mikepottspography@westnet.com.au)

Alternative payment can be made to Westpac: BSB - 035303, Account # - 293541

## **ENTIRE AGREEMENT**

This agreement contains the entire understanding between Mike Potts Photography and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing and signed by all the parties.

## **RESERVATION**

Upon your signature, Mike Potts Photography 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 \_\_\_\_\_ is non-refundable, even if the date is changed, or wedding cancelled for any reason, including acts of God, fire, strike and extreme weather. The Reservation deposit is to be paid at the time of signing the contract.

The Reservation deposit is applied towards the contracted wedding photography package. CLIENT understands that the entire amount owed for the wedding photography package described in the contract is due no later than (1) one week prior to the wedding ceremony. CLIENT agrees that if the balance is not paid by this time that Mike Potts Photography will not photograph the wedding as described on the contract with no liability to Mike Potts Photography and loss of Reservation deposit by the CLIENT.

## **PRE-EVENT CONSULTATION**

The parties agree to a pre-event consultation prior to wedding ceremony to finalise shooting times, locations, and CLIENTS request list (in writing) for specific photographs. The CLIENT will be responsible for, and have someone designated, to identify people of whom specific photographs are desired.

Mike Potts Photography will not be held accountable for photographing desired people if there is no-one available to identify people or gathering people for photographs. The bride and/or groom to set aside at least 30 minutes of time before the ceremony and a 45 minute time frame after the ceremony for photographs that cannot be obtained during the wedding, including group shots. If the bride's or groom's late arrival prevents this 30 minute or 45 minute window from occurring, Mike Potts Photography will not be held liable for failure to take desired photographs.

## **COOPERATION**

The parties agree to cheerful cooperation for the best possible result within the definition of this assignment. Mike Potts Photography is not responsible for key individual's failure to appear or cooperate during photography sessions or missed images not reveal to Mike Potts Photography. Mike Potts Photography recommends an "event guide" to the photographer (see above) to point out important individuals for informal and candid photographs that they wish to have photographed during the wedding.

## **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. CLIENT and Mike Potts Photography agree that cheerful cooperation and punctuality by all members of the wedding party are therefore essential to that purpose. Shooting commences at the scheduled start time.

## **HOUSE RULES**

The photographer is limited to the ceremony guidelines of the ceremony official or reception site management. CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is the responsibility of the CLIENT. Mike Potts Photography will offer technical recommendations only.

## **DIGITAL NEGATIVE, PRINTS & COPYRIGHTS**

The photographs, digital negatives or prints produced by Mike Potts Photography are protected by Commonwealth Copyright Law (All rights reserved) and Mike Potts Photography retains the copyright to all photographs and images produced. In the case where the CLIENT has purchased digital files that are permitted to reproduce images in a manner that they like for sharing and enjoyment of relatives and friends.

The CLIENT must obtain written permission from Mike Potts Photography prior to the CLIENT, their relatives or friends publishing or selling the images for profit or financial gain.

## **MODEL RELEASE**

The CLIENT hereby grants Mike Potts Photography and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the CLIENT, or which the CLIENT may be included, for editorial, trade, advertising or any other purpose or in any other manner or medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases Mike Potts Photography and his legal representatives and assigns from all claims and liability to same photographs.

## **EXCLUSIVITY/GUEST PHOTOGRAPHS**

It is understood that the formal photography time is for the express use of Mike Potts Photography to capture the formal wedding portraits. Because of time constraints and the need for subjects, to give full attention to the professional photographer, guest photography cannot be permitted during the formal photography time. If time permits, Mike Potts Photography will make opportunities throughout the formal photography for guests to take photographs. Otherwise, guests are welcome and encouraged to take photographs throughout the wedding and reception.

## **COOPERATION**

The CLIENT is responsible for the conduct of their guests. Coordination with other service providers is necessary to complete all photography as scheduled. The CLIENT should share the photography with other service providers to ensure that there are no conflicts with times. In addition, events during the wedding day should be planned to make the best use of time for all vendors. Mike Potts Photography will not tolerate verbally or physically abusive behaviour, nor will he share his time or compete with guests for the attention of the subjects.

Unchecked guest conduct that interferes with photographs will seriously affect the quality of the photographs and increase the number of photographs that must be created. If the CLIENT is unable to control the conduct of their guests, or the conduct of any of their guests damages the equipment of Mike Potts Photography it will result in the early or immediate departure of the photographer. We understand that in such an event, no refunds will result and that civil action may be taken for the damage to the equipment.

## **COMPLETION SCHEDULE**

Digital processing takes approximately 2 weeks. During this time images processed will be made available for viewing by the CLIENT on the website of Mike Potts Photography:

<http://mikepottsphotography.com>

Selection of images for CLIENTS must commence within 6 weeks of the ceremony. This includes requests for post processing of images for alternative formats, such as black and white, sepia or split toning.

Should CLIENTS desire extended digital retouching or compositional work to be completed, such requests should be made within 6 weeks of the ceremony so as to prevent delays in the supplying of said images. Individual contracts may be required for advanced Photoshop retouching or compositional workflow due to the time taken to complete these images.

All images for Mike Potts Photography are printed in Sydney on varying quality photographic paper to suit the needs of the CLIENT. Most orders will be completed within two weeks of the orders being placed.

All photographic print orders must be paid for in full prior to the photographic order being processed.

All contracted Photoshop retouching and compositional work must be paid for in full prior to the work commencing.

## **PAYMENTS**

The CLIENT understands and agrees to pay the deposit fee of \_\_\_\_\_ with (14) days of signing the contract. 75% of the agreed fee must be paid prior to the ceremony. The remaining balance is to be paid no later than (21) days prior to the ceremony.

The CLIENT understands and agrees to pay in full for all photographic orders prior to the orders being processed.

The CLIENT understands and agrees to pay in full for all photograph retouching and compositional work prior to it commencing.

## **DIGITAL NEGATIVES**

The CLIENT may purchase digital negatives from Mike Potts Photography. These will be provided on USB, (CD or DVD if preferred), or by way of digital download to the CLIENT's computer if preferred. These files may be reproduced for the enjoyment of the CLIENT, relatives and friends of the CLIENT as they deem fit. These digital negatives are not to be used for any profit or financial gain without the written permission of Mike Potts Photography.

## **PENALTY FEES AND CHARGES**

There will be a \$25 charge for any cheque returned by the bank for any reason. There will be a \$35 late payment fee for any payment that is not postmarked or delivered to Mike Potts Photography by the required date.

## **RIGHT OF WITHDRAWAL**

Mike Potts Photography's discovery of new information, changes or other factors tending to circumvent its policies, could result in its withdrawal. Non-cooperation, changes in location, facilities or times available, missed appointments, bad or returned cheques or late payments are examples of contributing factors.

Should Mike Potts Photography initiate the withdrawal, all fees and deposits will be returned, excepting fair market value for any services/products already provided. In the case of withdrawal \$90 per hour is billed for all photography services already provided. \$30 per hour is billed for all other services, consultations and driving time rounded up to the nearest half hour. If Mike Potts Photography withdraws, the CLIENT will not be billed for any services in excess of their deposits (except if the deposit was in the form of returned cheques).

## **LIMIT OF LIABILITY**

In the event of severe medical, natural or other emergency it could be necessary to retain another photographer. Mike Potts Photography will make every effort to secure a skilled replacement photographer. Should the situation occur that a skilled replacement is not found, responsibility is limited to the return of all payments made for the event package. Mike Potts Photography takes the utmost care in terms of exposure, transportation and processing of photographs, including using professional grade equipment and professional grade backup equipment. However, in the unlikely event that those photographs are lost, stolen or destroyed within reasons within or beyond the control of Mike Potts Photography control, Mike Potts Photography's liability is limited to the return of all

payments received for the event package. The limit of liability of partial loss or destruction of images shall be a prorated amount of the exposures lost or destroyed based on the total number of originals.

**PERFORMANCE**

The performance of this contract on behalf of Mike Potts Photography shall be contingent upon acts of God, flood, fire, warfare, government laws and regulations, electrical failure, strikes by suppliers and/or conditions beyond its control.

**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.

**AMENDMENTS**

This contract has been freely negotiated and shall be recognised as the entirety of the agreement, and only those changes and modifications specifically placed in writing, attached, signed and dated by the CLIENT and Mike Potts Photography at the time of this signing shall be recognised as amendments to this contract.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signature of the Client: \_\_\_\_\_

Name of the Client: \_\_\_\_\_

Location: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

Signature of the Photographer: \_\_\_\_\_

Name of the Photographer: Michael Potts

Location: \_\_\_\_\_

Please sign the above document and return it to the Mike Potts Photography. The deposit has to be paid into the bank account for Mike Potts Photography. On receipt of deposit you will receive a copy of this agreement along with a confirmation letter.