

CHRIS CORRAO

Stories & Portraits

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WEDDING PHOTOGRAPHY CONTRACT

This AGREEMENT is entered into as of [DATE]

between:

(a) Chris Corrao: Stories & Portraits, located at 19 Derby Lane, Lancaster, PA 17603 (hereinafter referred to as the "Photographer"), and

(b) [NAME] and [NAME] (hereinafter referred to collectively as the "Client"), whose event will take place at [LOCATION] [ADDRESS], with respect to the creation of certain images (hereinafter referred to as the "Images"):

A. **WHEREAS**, Photographer is a professional photographer of good standing;

B. **WHEREAS**, Client wishes the Photographer to create the Images described more fully herein; and

C. **WHEREAS**, Photographer wishes to create such Images pursuant to this Agreement;

NOW THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. **Description.** The Photographer agrees to create the Images in accordance with the following specifications:

a. Project Title and Description of Images: **Wedding**

b. Date of Event: [DATE];

c. Photographer: Photography of the event is at the sole artistic discretion of the Photographer. Client acknowledges that the photographer is a "photojournalistic" photographer and adheres to the said style. No shots throughout the day are guaranteed (such as, but not limited to, formals, first kiss, bouquet toss, etc.). Client acknowledges that the photographer is using his/her artistic discretion to create photographs as the photographer sees fit. Photographer will be present on event day for no less than [X hours]

- (unless dismissed early by the Client) and it is up to the photographer when enough images have been captured of each moment;
- d. Photo Gallery of edited, high-resolution photographs to be posted online within one to two months of event date. Photos will be available for downloading, and print release is authorized;
 - e. One photographer will be present on the wedding day;
 - f. A USB Flash Drive will be mailed to the Client after the photo gallery has been sent if requested at a cost of \$35.00 per flash drive
2. **Use of Images.** Images are strictly produced for the Client's private, non-commercial use only. Client assumes all liability for any form of copyright infringement.
 3. **Grant of Rights.** Photographer hereby grants to the Client the following exclusive rights to use the Images for the product or publication named in Paragraph 1a. These rights shall be worldwide and for the full life of the copyright and any renewals thereof unless specified to the contrary here: Unless media sold to outside party. This grant of rights includes electronic rights, unless specified to the contrary here. Electronic rights granted shall be subject to the usage restrictions shown above. For purposes of this Agreement, electronic rights are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, digital media, computer databases, and network servers. The Client is obtaining digital images for personal use only including non-commercial web sites, and shall not sell said digital images. If any of the Photographer's images are published (on the web or any other media), proper photo credit such as "Copyright, Chris Corrao: Stories & Portraits" is required. If Client is obtaining a print for newspaper announcement of the wedding, the photographer authorizes Client to reproduce the print in the above manner.
 4. **Fees.** Client agrees to pay the following fee: [\$X,XXX.XX plus travel fees equivalent of \$X.XX coming to a total of \$X,XXX.XX.] Payment Terms: Minimum retainer fee (50% equal to \$X,XXX.XX) due upon signing of the contract, final payment due no later than one week prior to the wedding date (DATE (\$X,XXX.XX)). These payments cover photography, online galleries, and miscellaneous services set forth in Paragraph 1 ("Description") herein, including usage rights granted herein. In the event of a termination of this Agreement by the Client, the Client agrees that all fees already paid to the photographer as of the date the notice of termination is received by the Photographer will be forfeited. Termination by the Client shall be in writing and sent by mail or email. Acceptable forms of payment include cash, personal checks, money orders, and digital transfers via personal online banking. Please make checks payable to "Chris Corrao."
 5. **Payment.** Client agrees to pay Photographer \$X,XXX.XX minimum reservation fee upon the signing of this Agreement. Client agrees to pay the Photographer another \$X,XXX.XX by [DATE] (one week prior to wedding date). Upon signature, the Photographer reserves the time and date agreed upon. For this reason, all reservation fees are non-refundable, even if the wedding date is changed or canceled for any reason. There shall be no refund of any payment made. Client is aware that the photographer is blocking off the particular date in question therefore turning away any other potential work on that date therefore there is no cancellation and no refund is permitted. If second payment is not received, Chris Corrao: Stories & Portraits will not be expected to attend said event. A \$50.00 fee will be charged for any returned bank checks. If Client fails, or refuses payment or delivery by the terms set forth, Photographer shall charge the Client a service fee of \$50.00 plus 2% interest per month.
 6. **Liability.** If Photographer or agent 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, or technical problems, and if he cannot provide another competent professional, all money received by Photographer, minus expenses, will be returned to Client, and Photographer shall have no further liability with respect to this agreement. Photographer is not responsible for compromised coverage due to causes beyond his control such as other people's cameras or flash, the lateness of the bride, groom, family members, and bridal party members, or other principles, weather conditions, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage. 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 prorated 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 Client under this Agreement during the time preceding the date on which such liability arises.

7. **Authorship Credit.** Authorship credit in the name of the Photographer (i.e., Chris Corrao: Stories & Portraits) shall accompany the Images when reproduced in any publication or social media website.
8. **Copyright Notice.** Copyright notice in the name of the Photographer (i.e., Chris Corrao: Stories & Portraits) shall accompany the Images when reproduced. All copyrights, as well as originals, be they negatives or digital, remain the sole property of the Photographer. In the event that digital photographs are provided, the Photographer still retains copyrights of the photographs.
9. **Ownership of Physical Images and Storage Media.** The ownership of the physical Images in the form delivered shall be the property of the Photographer. Sketches and any other materials created in the process of making the finished Images shall remain the sole property of the Photographer. Storage media (such as digital cards and external hard drives) that contain electronic copy of any or all of the Images shall be the sole property of the Photographer. All photographic materials, including but not limited to digital files, negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer.
10. **Warranty and Indemnity.** The Photographer warrants and represents that he is the sole creator of the Images and owns all rights granted under this Agreement, that the Images are an original creation (except for materials obtained with the written permission of others or materials from the public domain), that the Images do not infringe any other person's copyrights or rights of literary property, nor do they violate the rights of privacy of, or libel, other persons. The Client agrees to indemnify and hold harmless the Photographer against any claims, judgments, court costs, attorney's fees, and other expenses arising from any alleged or actual breach of this warranty.
11. **Arbitration.** All disputes arising under this Agreement shall be submitted to binding arbitration in Lancaster County, Pennsylvania, pursuant to the rules of American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.
12. **Assignment.** The Photographer shall have the right to assign monies due to him under the terms of this Agreement, but shall not make any other assignments hereunder.
13. **Term and Termination.** Subject to Paragraph 4 (Fees), the Client may terminate this Agreement at any time prior to the Photographer's commencement of work and may terminate thereafter if the Photographer fails to adhere to the specifications or schedule for the Images. This Agreement shall also terminate in the event of the Photographer's bankruptcy or insolvency. The rights and obligations of the parties pursuant to Paragraphs 3, 8, 9, 10, 11, 12, and 13 shall survive termination of this agreement.

14. **Miscellany.** This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be binding upon the parties hereto and their respective heirs, successors assigns, and personal representatives. This Agreement shall be governed by the laws of the State of Pennsylvania.
15. **Permissions to Photograph.** It is the sole responsibility of the Client to secure permission of the church, synagogue, or other venue of the wedding for the Photographer to photograph the ceremony/event. The Client shall ensure the placement of the bridal party, the officiant(s) and the altar decorations so as to not obscure the view of the bride and groom. The Photographer will abide by the rules of the church/synagogue in regard to camera placement at the ceremony.
16. **Final Photo Product.** The Photographer makes no guarantee, either expressed or implied, in regard to the quality of the Images, because they are subjective and in addition, may be influenced by many factors beyond the control of the Photographer, especially during live or un-staged events such as weddings. It is also understood that the Client is hiring the Photographer for his technical and artistic expertise and, therefore, the Photographer reserves the right to edit the Images as he sees fit. The Photographer does not guarantee that everyone involved in the event will be photographed or will be included in the final images. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities. It is recommended to place any photos and albums in a dry, cool, shaded area and never in direct sunlight in order to maximize the archive life. Client is aware that digital files may be corrupted due to inherent media deficiencies and random interference and is therefore encouraged to backup files in multiple ways.
17. **Event Food Service.** It is the Client's option to provide the photographer(s) a meal during the event. If no meal is provided, it is understood that the photographer(s) will take up to 30 minutes to eat a meal they brought with them to the event (during events 5 hours and longer). The Photographer is not responsible for any photos that may be missed while consuming a meal.
18. **Model Release.** The signing of this agreement by the Clients constitutes a commercial model release by the Clients to the Photographer. The Photographer will have the right to make reproductions including but not limited to website, portfolio samples, self-promotion, magazine editorial use, advertising/marketing and professional competition without further release. The Photographer will not make reproductions for other commercial use without first obtaining the written permission of the Client. Client waives the right of tort of invasion of privacy due to any reproductions.
19. **Photographer Substitution.** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or a major accident, birth of child, act of God, or death. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
20. **Exclusive Photographer.** The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the wedding and other contracted event(s). Family and friends of the Client shall be permitted to photograph the wedding as long as they do not interfere (i.e. standing in front of the photographer) with the Photographer's duties.
21. **Wedding Coordinator/Planner.** Due to the nature of typical wedding day and varieties of events taking place in several locations, the photographer will frequently move, and change or

secure his equipment throughout the day. It is likely that the photographer is not in the proximity of the couple, therefore, is not aware what is about to be taking place. It is the responsibility of the wedding coordinator/planner to inform the photographer when the next major event is about to take place. If no wedding coordinator/planner is employed for the event, the Client is encouraged to designate a trusted friend or family member to communicate with the photographer throughout the event. For example, starting of ceremony, first dance, cake cutting, toss of bouquet, etc. In addition, the Photographer shall not be responsible for organizing and tracking all posed photos that are desired. The photographer is there to take photos of all groups in front of him but cannot be responsible for organizing and tracking all the groups, especially those requested the day of the event, though he will make an effort to do so.

22. **Unedited Images.** The Client understand that under no circumstance will the Photographer give any RAW or unedited photos to the Client. The Client will not receive all of the images taken. As a creative artist, the Photographer has the exclusive right to select the final images.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement of the date first set forth above.

BRIDE:

I agree to the terms and conditions of this contract.

Name:

Date:

Address:

Phone Number:

Email:

Signature:

GROOM:

I agree to the terms and conditions of this contract.

Name:

Date:

Address:

Phone Number:

Email:

Signature:

PHOTOGRAPHER:

I agree to the terms and conditions of this contract.

Name: Chris Corrao

Date:

Address:

Phone Number:

Email:

Signature:

SAMPLE