



## WEDDING PHOTOGRAPHY AGREEMENT

3620 W. Hwy 76 Branson, MO 65616 417-243-0032

shelly@shellbellphotography.com

SHELLY VANDERPOOL hereinafter referred to as "Photographer" and the Bride and Groom named above hereinafter referred to as "Client", AGREE AS FOLLOWS:

**COOPERATION:** The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. PHOTOGRAPHER recommends that CLIENT point out important individuals for informal or candid photographs to the photographer during the wedding, as well as during portrait shooting, that they wish to have photographed. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. Photographer is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Photographer.

**HOUSE RULES:** The photographer is limited by the 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 client's responsibility; Photographer will however offer technical recommendations.

**MODEL RELEASE.** The CLIENT hereby grants to Photographer and its legal representatives and assigns, 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 and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases Photographer and its legal representatives and assigns from all claims and liability relating to said photographs.

**RETAINER & PAYMENT SCHEDULE: : \$75.00-\$200.00 is due at time of signing this agreement.** Based on time amount desired. This is a NON-REFUNDABLE RETAINER. The retainer shall be applied towards the total cost of the services to be rendered. The remainder of the charges are payable in full, on event date before ceremony begins. Unless otherwise previously arranged. In the event of cancellation, this will be labeled a breach of contract by the CLIENT. The CLIENT shall be responsible for payment of any Photographer's materials/charges incurred up to time of cancellation. The retainer amount is applied at credit towards any shooting services CLIENT would like until the end of that physical year if not used towards Wedding services.

**LIMIT OF LIABILITY:** In the unlikely event that the photographer is injured or becomes too ill, or has an emergency that prevents her from photographing the event, Photographer will make every effort to secure a replacement photographer. If the 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. Photographer takes the utmost care with respect to exposure, handling, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Photographer's control, Photographer's liability is limited to the return of all payments received for the event package. 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.

**COMPLETION SCHEDULE:** CD/DVD/USB creation takes approximately 2 to 3 weeks, unless rush fee and arrangements have been made. Printed items, and Wedding Books will require additional time.

**WEDDING BOOKS:** Client may choose up to 20 images to be included in the book. Photographer chooses all other Images from the collection. Once designed, proof of book will be submitted to the client(s) for final approval. Changes may be made at this time. (additional changes may have a fee) Production and delivery time will be approximately four weeks from final approval date. No changes can be made after final approval.